

THE ACCOMPLISH'D  
**CONVEYANCER.**

CONTAINING

**PRECEDENTS** of all Sorts of Large and Special Conveyances, Assurances, Settlements to Uses, Wills, &c. under the following **HEADS**:

(VIZ.)

Special Lease and Release, and Confirmation, Feoffments, Bargains and Sales of Lands; Indentures to lead Uses of Fines and Recoveries separate, and also of Fines and Recoveries together; Articles of Marriage, Marriage-Settlements by Lease and Release, and by Fine and Recovery, &c. Jointures, Covenants to stand seized to Uses; many other Large and Special Settlements, Uses, Wills, &c.

To which are added,

Some Select Precedents of Bills and Answers in *Chancery*, relating to Conveyancing; and Forms of *Memorials* for Registry of Deeds, &c.

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The Second Edition, corrected; with Additions.

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By **Giles Jacob**, Gent.

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**VOL. III.**

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In the **SAVOY**:

Printed by E. and R. NUTT, and R. GOSLING, (Assigns of *Edward Sayer*, Esq;) for **D. Lintot**, at the *Cross-Keys*, against *St. Dunstan's Church*, *Fleet-street*. 1735.

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THE ACCOMPLISH'D

# CONVEYANCER.

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Special Lease and Release, and Confirmation.

*A Release of an Estate mortgaged to pay off the Mortgage Money, made in Consideration of the Releasee's paying the Mortgagee the Money due on the said Mortgage, &c.*

**T**HIS Indenture made, &c. Between E.M. of, &c. late Wife and Relict of T.M. late of, &c. Esq; deceased, of the one Part; and W. F. of, &c. of the other Part. *Whereas* the Messuage, Tenement and Lands herein after mentioned are now in Mortgage to W. E. of, &c. in Trust for T.E. of, &c. for principal Money and Interest, the Sum of, &c. and upwards. *And whereas* the said W. F. hath contracted with the said E.M. for the Fee-simple and Inheritance of the said Messuage, Lands and Premises, for, &c. which Moneys are to be applied towards Payment of the said Mortgage on the Assignment thereof to some Person or Persons, *In Trust* for the said W. F. *Now this Indenture witnesseth,* That in Consideration that the said W. F. hath undertaken to pay  
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the Sum of, &c. towards Satisfaction of the said Mortgage, made as aforesaid to the said W. E. in Trust for the said T. E. and in Consideration of the Sum of 5 s. to the said E. M. in Hand paid, she the said E. M. *Hath* granted, bargained and sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said W. F. (in his actual Possession now being, &c.) and to his Heirs and Assigns for ever. *All* that Messuage or Tenement, &c. and the Reversion and Reversions, &c. And also all the Estate, &c. together with all Deeds, &c. *To have and to hold* the said Messuage, Tenement or Lands, and all and singular the Premises hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said W. F. his Heirs and Assigns, to the only proper Use of the said W. F. his Heirs and Assigns for ever. *And* the said E. M. doth by these Presents, for herself, her Heirs and Assigns, covenant and grant to and with the said W. F. his Heirs and Assigns in Manner and Form following; (that is to say) That for and notwithstanding any Act, Matter or Thing, by her the said E. M. or by the said T. M. her late Husband, done or committed to the contrary; she the said E. M. now hath good Right, full Power, and lawful and absolute Authority in her own Right, to grant, bargain, sell and convey *All* and singular the hereby granted Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said W. F. his Heirs and Assigns, to the only proper Use and Behoof of the said W. F. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents.

Presents. *And also*, That he the said W. F. his Heirs and Assigns shall and may from Time to Time, and at all Times, for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of her the said E. M. her Heirs or Assigns, and of all and every other Person and Persons whatsoever, claiming or to claim by, from or under her, them, or any or either of them, or by, from or under her said late Husband T. M. deceased, except as is herein after excepted. *And* that freed and discharged, or otherwise from Time to Time well and sufficiently saved harmless, and kept indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by her the said E. M. or by her said late Husband T. M. deceased, or by any other Person or Persons, claiming or to claim by, from or under them, or either of them; Except a certain Term of 500 Years, granted by one W. G. Gent. to J. S. Esq; by Indenture, bearing Date, &c. The Remainder of which said Term is since by several mesne Assignments come to, and vested in the said W. E. in

*Trust* for the said T. E. as aforesaid, but Defeasable on Payment of, &c. a Interest, which Mortgage Moneys are to be paid in Manner aforesaid: And the said Term is to be assigned to Persons *in Trust* for the said W. F. and his Heirs to attend the Reversion and Inheritance of the said Premises, and to protect and defend the same against all subsequent Incumbrances. *And further*, That she the said E. M. and her Heirs, and all and every other Person and Persons and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under her, or by, from or under the said T. M. deceased, (except before excepted) shall and will at any Time or Times hereafter at the reasonable Request, Costs and Charges of the said W. F. his Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and lawful and reasonable Grants, Acts and Assurances in the Law whatsoever; for the further, better, and more Perfect, granting, conveying and assuring the said Messuage, Lands, and all and singular the Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said W. F. his Heirs and Assigns, to the only proper Use and Behoof of the said W. F. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; as by the said W. F. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby



hereby so declared; That all and every Fine and Fines, and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. of the said Messuage, Lands and Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, by and between the said Parties to these Presents, or by or between them, or either of them, and any other Person or Persons whatsoever; as for and concerning all and singular the said Premises above-mentioned, with the Appurtenances, *shall be* and enure, and shall be adjudged, esteemed and taken to be, and enure, to and for the only proper Use and behoof of the said W. F. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

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*A Release and Confirmation of several Messuages, formerly conveyed by a Man and his Wife, to divers Purposes; first as a Security for a Sum of Money, and a Person was impowered to receive the Rents, to discharge the Interest; then to procure an Assignment of a Judgment to attend the Fee; and afterwards the Premisses to remain to the Use of such Persons, and for such Estates as the Wife alone, and separate from her Husband, should by any Writing, or by her Will appoint; made by the Wife, and the Persons to whom the Premisses were conveyed as aforesaid, to a Purchaser.*

**T**HIS Indenture Tripartite made, &c. Between Dame D. T. of, &c. Widow and Relict of Sir J. T. Knight, deceased,\* and sole Sister and Heir of E. W. late of, &c. deceased, who was formerly the Wife of P. T. late of, &c. deceased of the first Part; T. E. of, &c. and H. F. of, &c. of the second Part; and R. B. of, &c. of the third Part. *Whereas* in and by certain Indentures of Lease and Release, the Lease bearing Date, &c. and the Release, &c. made or mentioned to be made between the said Sir J. T. and Dame D. his Wife of the one Part; and the said T. E. and H. F. of the other Part; And by *Fine Sur conuzance de droit*, &c. thereupon duly levied; they the said Sir J. T. and Dame D. his Wife, for and in Consideration of the Sum of 600 l. of, &c. to them therein mentioned to be paid by the said T. E. and H. F. *Did* grant and convey unto the said T. E. and H. F. their Heirs and Assigns for ever, *All* those three Messuages or Tenements, with the Appurtenances, situate, standing and being within the Precincts

Precincts of, &c. heretofore in the several Tenures or Occupations of A. B. Gent. C. D. Merchant, &c. All which said Messuages or Tenements were thentofore purchased of, &c. by, &c. to her and her Heirs in Fee-Farm under the yearly Rent of 40 s. and were by her granted and conveyed to the said E. W. and her Heirs, by the Name of, &c. And also all Ways, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuages or Tenements belonging, or in any wise appertaining: *To have and to hold* unto them the said T. E. and H. F. their Heirs and Assigns, to the only proper Use and behoof of the said T. E. and H. F. their Heirs and Assigns for ever; as in and by the said recited Indentures may more fully appear. *And whereas* in and by one other Indenture, bearing Date, &c. made between the said T. E. of the first Part; the said H. F. of the second Part; and the said Sir J. T. and Dame D. his Wife of the third Part; reciting that the same Dame D. as well by the Will of E. W. Widow, as being her sole Sister and Heir was seised in Fee-simple of the said several Messuages and Tenements above-mentioned; And reciting also the said Conveyance to the said T. E. and H. F. And reciting further, that long before the said Conveyance to them, one Sir T. D. Knt. had obtained a Judgment against Sir J. T. for the Sum of 600 l. or thereabouts, besides Costs; And that upon an Inquisition taken upon an Elegit grounded on the said Judgment, had caused the said Houses to be extended during the Life of the said Sir J. T. They the said T. E. and H. F. *Did* thereby signify and declare that the said Conveyance made to them

as aforesaid was upon the Trusts, and for the Ends, Intents and Purposes following: (that is to say) *First* for the securing the Payment to the said T. E. on, &c. then next the Sum of 150*l.* of, &c. being so much by him the said T. E. then lent and paid to the said Sir J. T. and Dame D. his Wife, with Interest therefore: *Secondly*, To the Intent the said T. E. should and might, and he was thereby enabled and desired by the said Sir J. T. and Dame D. his Wife to redeem and purchase from the said Sir T. D. the aforesaid Judgment and Extent, and to procure the same to be assigned to such Persons as the said T. E. should appoint, *In Trust*, to attend the Reversion and Inheritance of the said Premises: *Thirdly*, That in Case the said Sir J. T. and Dame D. his Wife, or either of them, or the Heirs of the said Dame D. should on, &c. then next coming, pay or cause to be paid unto the said T. E. his Executors, Administrators or Assigns, as well the said 150*l.* and Interest, by them borrowed, and received of him as aforesaid, and likewise such Sum and Sums of Money as he the said T. E. should pay to the said Sir T. D. for the Purpose aforesaid, and the Charges in procuring such Assignment, with Interest therefore, from the Time the same should be so paid; That then they the said T. E. and H. F. and their Heirs, should and would stand seized of the said Premises, To the Use of such Person or Persons, and for such Estate and Estates, as she the said Dame D. alone and separate from her said Husband should by any Writing or Writings, or by her last Will in Writing, attested by three or more credible Witnesses appoint; and in Default of such Appointment, *in Trust*, for the said  
Dame



Dame D. and her Assigns, during her Life, and after her Death, *in Trust*, for the right Heirs of the said Dame D. *Fourthly*, It was thereby agreed, That the said R. B. should be authorized and impowered to receive the Rents, becoming due from Time to Time for the said Houses, and to let and set the same, as Occasion should require, and out of the said Rent, so to be received, should and ought to pay the said T. E. his Executors, Administrators and Assigns, as well the Interest of the said 150*l.* by him then lent, as of the Moneys by him to be advanced and paid to the said Sir T. D. for the Purposes aforesaid, until the said T. E. his Executors or Administrators should give Notice to the said Dame D. to pay in the principal Money; and until then the said R. B. was to pay the Residue of the Rents to the said Dame D. alone, for her separate Use, so as her Husband might not intermeddle therewith, or to such other Person or Persons, as she alone should under her Hand appoint. *And whereas* the said T. E. afterwards paid to the said Sir T. D. the Sum of 150*l.* and took an Assignment of his said Judgment and Extent, as may appear. *And whereas* the said Sir J. T. soon after died. *And whereas* the said T. E. afterwards lent to, and paid for the said Dame D. T. several Sums of Money; and the said R. B. out of the Rents by him received for the said Houses, hath paid several Sums of Money to the said T. E. *And whereas* upon an Account now made up and stated between the said T. E. and the said Dame D. T. as well of and concerning the Moneys by him lent, as aforesaid, as concerning all the Moneys, by him received of the said R. B. there remains due to the said  
T. E.



T. E. for Principal and Interest the Sum of 382 l. *Now this Indenture witnesseth*, That for and in Consideration of the said Sum of 382 l. of, &c. to the said T. E. in Hand paid by the said R. B. the Receipt whereof the said T. E. doth hereby confess and acknowledge; and in Consideration of the further Sum of 218 l. of, &c. to the said Dame D. T. in Hand also paid by the said R. B. the Receipt whereof she the said Dame D. T. doth hereby confess and acknowledge; and the said H. F. in Pursuance and full Performance of the Trust in him reposed by the said T. E. and Dame D. T. and at their Instance and Request, testified by their joining herein, and signing and sealing hereof; and in Consideration also of the Sum of 5 s. to him in Hand paid by the said R. B. the Receipt whereof is hereby also acknowledged; she the said Dame D. T. and the said T. E. and H. F. by her Direction and Appointment, testified as aforesaid, *Have*, and every, and either of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and every and either of them doth fully, freely, and absolutely grant, &c. unto the said R. B. (in his actual Possession now being, &c.) and to his Heirs and Assigns for ever, *All* and singular the said Messuages, Tenements, Hereditaments and Premises above-mentioned, with their and every of their Appurtenances: And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of them the said  
Dame

Dame D. T. T. E. and H. F. of, in and to the same Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances: And also all Deeds, Evidences and Writings, touching or concerning the said Premisses above-mentioned, or any Part thereof, now in the Custody or Possession of them the said Dame D. T. T. E. and H. F. or any or either of them, or which they, or any, or either of them can or may get or come by, without Suit in Law. *To have and to hold* all and singular the said Messuages, Tenements, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said R. B. his Heirs and Assigns, to the only proper Use and Behoof of the said R. B. his Heirs and Assigns for ever. *And* the said Dame D. T. for herself, her Heirs and Assigns, doth covenant and grant, to and with the said R. B. his Heirs and Assigns, That they the said Dame D. T. T. E. and H. F. are, or some or one of them now is lawfully and rightfully seized of the said Premisses above-mentioned, with the Appurtenances in their, or some or one of their own Rights or Right of a good, sure, perfect, absolute and indefeazable Estate of Inheritance in Fee-simple, without any Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing, whereby to alter, change, charge or determine the same; except as is herein after excepted. *And also*, That they the said Dame D. T. T. E. and H. F. have, or some or one of them now, *Hath* good Right, full Power, and lawful Authority, in their, or some or one of their own Rights or Right to grant, bargain, sell and convey, all and singular the said Premisses above-mentioned,

mentioned, with the Appurtenances, unto the said R. B. his Heirs and Assigns, to the only proper Use and Behoof of the said R. B. his Heirs and Assigns, for ever; according to the true Intent and Meaning of these Presents, (except as is herein after excepted.) *And also,* That he the said R. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times, for ever hereafter, peaceably and quietly, have, hold, occupy, possess and enjoy, all and singular the said Messuages, Tenements and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances; without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said Dame D. T. T. E. and H. F. or any or either of them, their, or any or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them: (except as is herein after excepted) *And that* freed and discharged, or otherwise well and sufficiently saved and kept harmless, of and from all former and other Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by them the said Dame D. T. T. E. and H. F. or any or either of them, or by any other Person or Persons claiming, or to claim, by, from or under them, or any or either

either of them, or by, from or under the said Sir J. T. deceased; (except one Indenture, bearing Date, &c. made between the said Sir J. T. and Dame D. his Wife of the first Part; the said T. E. of the second Part; and, &c. of the third Part; purporting a Lease to the said, &c. of Part of the Premises, hereby granted, for the Term of 21 Years, under the Yearly Rent of, &c. which Rent is intended to pass hereby.) *And further*, That they the said Dame D. T. T. E. and H. F. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuages or Tenements, and Premises above-mentioned, or any Part thereof, by, from or under them, or either of them, (except before excepted) shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said R. B. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever; for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said R. B. his Heirs and Assigns, to the only proper Use and Behoof of the said R. B. his Heirs and Assigns, for ever, according to the true Intent and Meaning of these Presents, as by the said R. B. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised, and required. *And it*

is



is hereby further agreed and declared by and between the said Parties to these Presents, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances, in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, for at any Time hereafter, to be had, &c. of the said Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or any or either of them, or by or between them, or any or either of them, and any other Person or Persons; as for and concerning all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; *Shall be* and enure, and shall be adjudged, esteemed and taken, to be and enure, to and for the only proper Use and Behoof of the said R. B. his Heirs and Assigns, for ever; and to and for none other Use, Intent or Purpose whatsoever. *And* the said T. E. for himself, his Heirs and Assigns, doth covenant and grant to and with the said R. B. his Heirs and Assigns, That he the said T. E. hath not made, done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above-mentioned, or any Part thereof, are, is, shall or may be charged or incumbered, in Title, Estate or otherwise howsoever (except the said Lease to the said, &c.) Here add the like Covenant from H. F. without the Exception. *In Witness, &c.*



*A Release and Conveyance of a Manor and Lands mortgaged, made by the Mortgagee and the Owner, in Consideration of the Money due on the Mortgage; and of a further Sum, and also of giving Security, and undertaking to pay other Sums, amounting in the whole to the Sum contracted and agreed for the Purchase of the Premises.*

**T**HIS Indenture Tripartite, made, &c. Between T. E. of, &c. Esq; of the first Part; W. B. of &c. of the second Part; and J. J. of, &c. of the third Part. *Whereas* the Manor, Messuages, Lands, Tenements and Hereditaments herein after mentioned, are in Mortgage to the said T. E. for securing the Payment of, &c. with Interest by the said W. B. to the said T. E. *And whereas* the said J. J. hath contracted and agreed with the said W. B. for the absolute Purchase of the Fee-Simple and Inheritance of *All* and singular the said Manor and Premises herein after mentioned, for the Sum of, &c. *Now this Indenture witnesseth*, That the said T. E. for and in Consideration of the Sum of, &c. to him in Hand paid by the said J. J. in full Satisfaction of the said Mortgage, which said Sum is the Consideration of one Indenture of Assignment bearing Date, &c. made between, &c. And the said W. B. for and in Consideration of the Sum of, &c. to him in Hand likewise paid by the said J. J. the Receipt of which said several Sums of, &c. they the said T. E. and W. B. do hereby respectively confess and acknowledge; And in Consideration that the said J. J. hath given Security to the said W. B. to pay unto, &c. the Sum of, &c.  
And

And that the said J. J. hath undertaken to pay, &c. the Sum of, &c. all which said Sums of, &c. do amount in the whole to the said Sum of, &c. They the said T. E. and W. B. *Have*, and either of them hath granted, bargained, sold, aliened, remised, released and confirmed; and by these Presents do, and either of them doth grant unto the said J. J. (in his actual Possession, &c.) and to his Heirs and Assigns for ever, *All* that the Manor of, &c. with its Right, Members and Appurtenances, and all those Closes or Parcels of Land, &c. in the Possession of, &c. and also the Reversion and Reversions, &c. and also all the Estate, &c. and also all Deeds, &c. *To have and to hold* the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. J. his Heirs and Assigns, *To* the only proper Use and behoof of the said J. J. his Heirs and Assigns for ever. *And* the said W. B. all and singular the said Manor and Premises, with the Appurtenances, unto the said J. J. his Heirs and Assigns, against him the said W. B. his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents. *And* the said W. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said J. J. his Heirs and Assigns, That he the said W. B. or the said T. E. now is the true, lawful and rightful Owner of *All* and singular the said Manor and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. *And also*, That he the said W. B. and the said T. E. now are, or one of them is lawfully and rightfully seized in his or their

own

own Right or Rights of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, of and in the said Manor, Lands, Hereditaments and Premises above-mentioned, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing to alter, change, charge or determine the same. *And also*, That they the said W. B. and T. E. have, or one of them hath good Right, full Power, and lawful Authority, in their or one of their own Right or Rights, to grant, bargain, sell and convey, *All* and singular the said Manor, Lands and Premises above-mentioned, with the Appurtenances, unto the said J. J. his Heirs and Assigns, *To* the only proper Use and Behoof of the said J. J. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *And also*, That he the said J. J. his Heirs and Assigns, shall and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said W. B. and T. E. or either of them, their or either of their Heirs or Assigns, and of all and every other Person and Persons whatsoever: *And* that freed and discharged, or otherwise well and sufficiently saved, and kept harmless and indemnified, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant  
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and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by the said W. B. or the said T. E. or any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or any or either of them. *And further*, That they the said W. B. and T. E. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Manor and Premises above-mentioned, or any Part thereof, by, from or under them, or either of them, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said J. J. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring, of *All* and singular the said Manor, Lands and Premises above-mentioned, with the Appurtenances, unto the said J. J. his Heirs and Assigns, *To* the only proper Use and Behoof of the said J. J. his Heirs and Assigns for ever; as by the said J. J. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every

Fine



Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, &c. of the said Manor and Premises aforesaid, or any Part thereof, by or between the said Parties to these Presents, or either of them, or by or between them, or either of them, and any other Person or Persons, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments; as for and concerning the said Manor, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, *To* and for the only proper Use and behoof of the said J. J. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

A Deed of *Bargain and Sale* to be inrolled from W. B. to J. J. wherein the whole Consideration-Money is acknowledged to be received, ought to be obtained, besides this Conveyance, to strengthen the Title; and an *Assignment* of the Mortgage from T. E. to J. J. or Persons in Trust for him to attend the Fee.



*A Release and Confirmation of a Capital Messuage and Farm, which was in Mortgage, and in the Mortgage was a Covenant to levy a Fine, which accordingly is levied; and the Mortgage-Money not being paid, the Mortgagor enters into Articles with the Mortgagee for Sale of the Estate, leaving Part of the Purchase Money in the Mortgagee's Hands, as a Security for paying an Annuity charged on the Premises; and upon the Determination of the said Annuity, the Remainder of the Money so left in the Purchaser's Hands to be paid to the Vendor; made in Pursuance of the aforesaid Articles, and in Consideration of Money paid by an Account annexed, with special Recitals and Covenants, &c.*

**T**HIS Indenture made, &c. Between H. H. of, &c. Esq; and K. his Wife, of the one Part; and T. B. of, &c. Esq; of the other Part. Whereas by Indenture of Release bearing Date, &c. made or mentioned to be made between the said H. H. and K. his Wife, of the one Part, and the said T. B. of the other Part; the said H. H. and K. his Wife, for and in Consideration of the Sum of 400*l.* did grant, bargain, sell, alien, release and confirm unto the said T. B. (in his actual Possession then being, &c.) and to his Heirs, All that the Capital Messuage or Farm, called or known by the Name of, &c. situate, lying and being in, &c. And all and every the Edifices, Houses, Buildings, &c. And also all that Water Grift-Mill called, &c. with the Water-courses, Gardens, and all other the Rights, Members and Appurtenances thereof or thereunto belonging, or therewith used, then in the Tenure or Occupation of, &c. his Under-Tenant

Tenant or Under-Tenants; And also all that Cottage, &c. and the Reversion and Reversions, Remainder and Remainders, and all yearly and other Rents, Profits and Services of all and singular the said Premises, &c. And all the Estate, &c. *To be had and holden* unto the said T. B. his Heirs and Assigns, to the only proper Use and Behoof of the said T. B. his Heirs and Assigns for ever: *Subject* nevertheless to a certain Proviso or Condition therein contained to this Effect, That if the said H. H. his Heirs, Executors, Administrators or Assigns, should well and truly pay or cause to be paid unto the said T. B. his Executors, Administrators or Assigns, at or in, &c. the full Sum of 420 l. of, &c. on, &c. next ensuing the Date of the said Indenture, without any Deduction, Defalcation or Abatement, for or by Reason of any Taxes or Payments whatsoever, charged or imposed on the said Premises; then the said T. B. and his Heirs should reconvey the said Capital Messuage, Farm, Lands and Premises, unto the said H. H. and his Heirs, or to such Person and Persons, and to such Use and Uses as he the said H. H. or his Heirs, should direct and appoint. In which said recited Indenture is also (amongst other Things) contained a Covenant, That he the said H. H. and K. his Wife, should before the End of the then present *Trinity* Term, at the Costs and Charges of the said T. B. acknowledge and levy before the Justices of His Majesty's Court of *Common Pleas* at *Westminster*, One Fine *Sur Conuſance de Droit come cro*, &c. in due Form of Law, with Proclamations thereupon to be had, according to the due Course of Fines in that Case used, and of the Statute in that Behalf provided,

unto the said T. B. and his Heirs, of *All* and singular the said Capital Messuage, Farm, Lands, Tenements and Premisses, by such apt Name and Names, Number of Acres and Descriptions, and in such Manner and Form, as by the Counsel in the Law of the said T. B. should be advised and thought fit. *Which* said Fine so covenanted to be levied of the Premisses by the said H. H. and K. his Wife, was to be and enure; and the said H. H. and K. his Wife, did declare should be and enure, to the Uses following; (that is to say) *To the Use of the said T. B. and his Heirs, (subject to the Proviso before-mentioned;)* And if the said 420*l.* should be duly paid according to the Proviso, *Then* to the Use of such Person or Persons, his or their Heirs, *In Trust* for the said H. H. and his Heirs, as the said T. B. or his Heirs should, by the Direction and Appointment of the said H. H. or his Heirs, reconvey the same, as in and by the said recited Indenture (Relation being thereunto had) may more fully and at large appear. *And whereas* a Fine was afterwards levied and acknowledged of the Premisses by the said H. H. and K. his Wife, to the Uses and Purposes aforesaid. *And whereas* the said Sum of 420*l.* in the said Proviso mentioned, or any Part thereof, was not paid by the said H. H. to the said T. B. at the Place and Time in the said Proviso limited and appointed; but the same still remains due and unpaid: By Reason whereof, the said Capital Messuage and Premisses in and by the said recited Indenture granted and released, became forfeited unto the said T. B. and the Estate in Law of and in the same is vested in the said T. B. and his Heirs. *And whereas* at the making  
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of the said Mortgage, there was a Treaty on Foot for the absolute Purchase of the said mortgaged Premises; And afterwards in and by certain Articles of Agreement, bearing Date, &c. made between the said H. H. of the one Part, and the said T. B. of the other Part, it was covenanted and agreed, That in Consideration of 1500*l.* of, &c. to be paid unto the said H. H. by the said T. B. in Manner therein and herein after mentioned; he the said H. H. should before, &c. then next ensuing, by good and sufficient Conveyance and Assurance in the Law, convey and assure unto the said T. B. his Heirs and Assigns, *All* that the said Capital Messuage, Farm, Lands, Tenements and Premises aforesaid, with the Appurtenances, free from all Charges, and Incumbrances had, made, committed, suffered or done, or to be had, &c. by the said H. H. and all and every Person and Persons whatsoever claiming, by, from or under him; except one Rent-Charge or Annuity of 50*l.* *per Annum*, granted out of the Premises by, &c. unto A. B. of, &c. for the Term of her natural Life; and also accept, &c. In and by which said Articles it is also covenanted and agreed, That he the said T. B. his Heirs, Executors, Administrators or Assigns, should within one Month after such good and perfect Assurance of the said Premises made to the said T. B. and his Heirs, by the said H. H. and his Heirs, pay or cause to be paid, or at the Time of the executing of the said Conveyance, secure to be paid unto the said H. H. his Executors, Administrators or Assigns, the full Sum of 600*l.* Part of the said 1500*l.* the Purchase-Money agreed on as aforesaid, with Interest for the same, after the Rate of



of 5 *l. per Cent. per Annum*, from, &c. to the Time of Payment thereof: That at the Time of executing the said Conveyance, the said H. H. his Heirs and Assigns, should be acquitted and discharged of the Debt of 400 *l.* the Consideration-Money mentioned in the said recited Indenture of Release to be paid by the said T. B. unto the said H. H. and the Interest thereupon due: And the said 400 *l.* was to be accepted by him and them in further Payment of the said 1500 *l.* the Purchase-Money agreed on as aforesaid. And as for the remaining 500 *l.* Part of the said Purchase-Money of 1500 *l.* it was thereby agreed, That the said T. B. his Heirs, Executors, Administrators and Assigns, should keep the same in his or their Hands for his and their Security, against the Rent-Charge of 50 *l. per Annum* aforesaid, and against any Charge or Incumbrance whatsoever on the Estate; and should also pay the Interest thereof after the Rate of 5 *l. per Cent. per Annum* to the said A. B. to whom the said Rent-Charge of 50 *l. per Ann.* belongs: And also to, &c. if he had or could have any Claim or Charge to and upon the said Premises, so far as it would extend to discharge the same: And that the remaining Part of the said Rent-Charge of 50 *l. per Annum* due to the said A. B. and of the Charge, Claim and Incumbrance which the said, &c. had or might have to and upon the Premises, should be duly paid and discharged by the said H. H. his Heirs, Executors or Administrators; but if the said H. H. his Heirs, Executors or Administrators, should fail duly to pay the same, then the said T. B. his Heirs, Executors and Administrators, might and should pay and discharge the same out of the said 500 *l.* left  
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in his and their Hands. And that after the Death of the said A. B. and of, &c. if she had or might have any Charge, Claim or Incumbrance to and upon the Premises; or if she hath none, then after the Death of the said A. B. the said T. B. his Heirs, Executors and Administrators, should pay to the said H. H. his Executors, Administrators or Assigns, so much of the said 500 l. and Interest thereof, as should be due and remaining in his or their Hands. In which said Articles there is also contained a Proviso or Condition, That if the said T. B. his Heirs, Executors or Administrators, should on or before, &c. next ensuing the Date thereof, give Notice unto the said H. H. his Heirs or Assigns, by leaving a Note in Writing at the House of the said H. H. in, &c. That he or they were not well satisfied with the Title of the said H. H. to the said Capital Messuage and Farm aforesaid, and did not care to proceed in the Purchase of the same, then all the Clauses, Articles and Agreements before therein contained, should be void; as in and by the said recited Articles of Agreement (Relation being thereunto had) more at large may appear. *And whereas* no such Notice was so given or left in Writing by the said T. B. for the said H. H. within the Time, and at the Place appointed in the said Proviso; but the said T. B. being willing and contented to go on with the said Purchase, did relinquish the Power to him reserved by the said Proviso, and did declare his Agreement to the same before the said, &c. and was thereupon admitted into the Possession of the Premises, and in Pursuance of the said recited Articles, the said H. H. hath accepted the said Sum of 400 l. being

being the Consideration-Money in the said recited Indenture of Release mentioned in Part of the said 1500*l.* the Purchase-Money agreed to be paid for the said Capital Messuage, Farm and Premisses, in and by the said recited Articles: And the said T. B. hath likewise, in Pursuance of the said recited Articles, paid to the said H. H. several Sums of Money in further Part of the said Sum of 1500*l.* Purchase-Money, *viz.* *£c.* amounting in the whole to, *£c.* and hath from Time to Time duly paid to the said A. B. the said Rent Charge or Annuity of 50*l.* *per Annum* out of the Interest of the said Purchase-Money according to the Direction of the said Articles, the Sums so paid to the said A. B. amounting in the whole to the Sum of, *£c.* And whereas upon an Account made and stated by and between the said H. H. and T. B. of all and every the Sum and Sums of Money paid by the said T. B. unto or by the Order and Direction of the said H. H. And to the said A. B. out of the said Purchase-Money, and Interest thereof; there yet remains due from the said T. B. to the said H. H. the Sum of 300*l.* Part of the said Purchase-Money of 1500*l.* agreed to be paid to the said H. H. *£c.* as by the said Account allowed by the said H. H. under his Hand, and annexed to this present Indenture, may more fully appear. Now this Indenture witnesseth, That for and in Consideration of the several Sums in the said Account mentioned to be paid, and paid by the said T. B. as aforesaid; and in Consideration of the said Sum of 300*l.* of, *£c.* the Remainder due upon the said Account as aforesaid to the said H. H. and of 5*s.* of like Money to the said K. H. likewise in Hand paid by the said

faid T.B. at and before the sealing and delivery of these Presents; the Receipt whereof, and of every Part and Parcel thereof, the said H.H. and K.H. do hereby confess and acknowledge; and thereof, and of every Part thereof, do acquit, release and discharge the said T.B. his Heirs, Executors and Administrators, by these Presents: And also in Consideration of the said Sum of 500*l.* by the said Articles of Agreement concluded to be kept and remain in the Hands of the said T.B. his Heirs, Executors and Administrators, for his and their Security against the said Rent-Charge of 50*l.* *per Annum*; which with Interest for the same, after the Rate of 5*l.* *per Cent. per Annum*, or so much thereof as shall be due and remaining in his or their Hands at the Time of the Death of the said A.B. is to be paid by the said T.B. his Heirs, Executors and Administrators, unto the said H.H. his Executors, Administrators or Assigns, immediately after the Death of the said, &c. pursuant to the said recited Articles; the Estate and Interest of the said, &c. in and to the said Capital Messuage, Farm and Premises, being since the making of the said recited Articles purchased by the said H.H. of and from the said, &c. for a valuable Consideration; and the said Premises thereby acquitted and discharged from all Charges, Claims and Incumbrances which the said, &c. had or might have, of, in and to the same: He the said H.H. and and K. his Wife, *Have* granted, ratified and confirmed, and by these Presents do, for them and their Heirs, grant, &c. unto the said T.B. his Heirs and Assigns, the said Capital Messuage or Farm, Lands, Tenements, and all and singular

singular other the Premisses, and every Part and Parcel thereof, with the Appurtenances, in the above recited Indenture of Release and Articles mentioned. *And* the said H. H. and K. his Wife, have remised, released, and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said T. B. his Heirs and Assigns, the said Proviso or Condition in the said recited Indenture of Release mentioned and contained, and all Benefit and Equity of Redemption of the said Capital Messuage or Farm, Lands, Tenements and Premisses, which they the said H. H. and K. his Wife, have, or hath or may claim, either in Law or Equity, by Virtue of the said Proviso or Condition: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said H. H. and K. his Wife, of, in or to the said Capital Messuage or Farm, Lands and Premisses, and of, in and to every or any Part or Parcel thereof, with their Appurtenances. *To have and to hold* the said Capital Messuage or Farm, Lands, Tenements, and all and singular other the Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. B. his Heirs and Assigns, *To* the only proper Use and Behoof of the said T. B. his Heirs and Assigns for ever, and that fully and absolutely, without any Manner of Condition or Limitation whatsoever. *And* the said H. H. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said T. B. his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said H. H. now hath good Right, full Power, and



and lawful and absolute Authority, to grant, release and confirm the said Capital Messuage, Farm and Premises, to the said T. B. his Heirs and Assigns, in Manner and Form aforesaid. *And* that it shall and may be lawful to and for the said T. B. his Heirs and Assigns, from Time to Time, and at all Times, for ever hereafter, peaceably and quietly to have, hold, use, occupy, possess and enjoy, all and singular the said Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, without the Let, Suit, Trouble, Ejection, Disturbance or Denial of them the said H. H. and K. his Wife, their Heirs, Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever claiming, or to claim, from, by or under him, her, them, or any of them. *And* also, That the said Capital Messuage and Farm, Lands, Tenements and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, now are, and so shall from Time to Time, and at all Times hereafter, remain, continue and be unto the said T. B. his Heirs and Assigns, free and clear, and freely and clearly acquitted, released and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by the said H. H. his Heirs and Assigns, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Wills, Entails, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Fines, Post-Fines, Amerciaments, Rents, Arrearages of Rents, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, com-

committed, done or suffered, or to be had, made, committed, done or suffered by the said H. H. and K. his Wife, or either of them; or by, &c. Or by any other Person or Persons by his, their, or any or either of their Act, Means, Privity, Consent or Procurement; or by any Person or Persons whatsoever claiming or to claim, by, from or under him, them, or either or any of them; (Except the aforesaid Rent-Charge or Annuity of 50*l. per Annum*, payable out of the Premises unto the said A. B. during the Term of her natural Life: And also, except the Estate which the said, &c. hath in the Mill before mentioned, called, &c.) *And further*, That he the said H. H. and K. his Wife, and their Heirs, and all and every other Person and Persons whatsoever, and his and their Heirs, having or lawfully claiming to have any Estate, Right, Title or Interest, from, by or under them, or either of them, shall and will from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges in the Law of the said T. B. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect conveying and assuring of all and singular the said Capital Messuage and Farm, Lands, Tenements and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said T. B. his Heirs and Assigns, be it by Fine or Fines, Recovery or Recoveries, Deed or Deeds inrolled or not inrolled, Release or Confirmation, or by

by all or any the said Ways or Means, or by any other Ways or Means whatsoever; as by the said T. B. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. *Which* said Fine or Fines, Recovery or Recoveries, Conveyance or Conveyances in the Law hereafter to be had, made, levied, executed and suffered; as also the said Fine already levied in Manner as aforesaid, by and between the said Parties to these Presents, or any of them, of the said Premises, or any Part thereof, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, *To* the only proper Use and Behoof of the said T. B. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *And* the said T. B. doth by these Presents confess, acknowledge and declare, That he the said T. B. hath, at and before the sealing and delivery of these Presents, received from the said H. H. attested Copies of the several Writings, Evidences and Deeds, hereinafter particularly mentioned; (that is to say) One attested Copy of a Deed bearing Date, &c. directing the Uses of a Fine by, &c. to, &c. And also, &c. *And* the said H. H. for himself, his Heirs and Assigns, doth by these Presents covenant and grant to and with the said T. B. his Heirs and Assigns, to produce and shew the original Indenture or Deed of, &c. in any of the Courts at *Westminster*, when and as often as Need shall be or require, for the setting forth and making clear his Title to the said Premises, and as he the said H. H. his Heirs or Assigns, shall be thereunto required by the said T. B. his Heirs or Assigns. *And also* the said T. B. hath

hath remised and released, and by these Presents doth remise and release unto the said H. H. his Heirs, Executors and Administrators, the general Warranty or Covenant in the said recited Mortgage or Indenture of Release mentioned and contained, That the said Premisses are free from all Manner of Incumbrances had, made or suffered, or to be had, &c. by any Person or Persons whatsoever. *And lastly*, The said T. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said H. H. his Heirs, Executors and Administrators, by these Presents: That he the said T. B. his Heirs, Executors, Administrators and Assigns, shall and will duly pay to the said A. B. the Interest of the said Sum of 500*l.* Part of the Consideration-Money in these Presents mentioned to be left in the Hands of the said T. B. his Heirs and Assigns, for his and their Security against the said Rent-Charge of 50*l.* *per Annum* before mentioned to be payable to the said A. B. after the Rate of 5*l.* *per Cent. per Annum*, towards the Discharge of the said Rent-Charge as far as it will extend. *And* it is agreed by and between all the said Parties to these Presents, That if the said H. H. his Heirs, Executors or Administrators, shall fail duly to pay the Remainder of the said Rent-Charge, then he the said T. B. his Heirs, Executors, Administrators and Assigns, shall and may satisfy and pay the same unto the said A. B. out of the said 500*l.* left in his and their Hands: And after the Death of the said A. B. the said T. B. doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said H. H. his Executors, Administrators and Assigns,



signs, That he the said T. B. his Heirs, Executors or Administrators, shall and will pay or cause to be paid to the said H. H. his Executors, Administrators or Assigns, so much of the said 500*l.* and Interest thereupon, as shall be then due and remaining in his or their Hands. *In Witness, &c.*

*A Deed of Covenants on a Purchase of an Estate, where Dower may be claimed by the Widow of the Vendor's Brother; made between the Vendor and the Purchaser, whereby a Sum of Money is deposited in the Hands of the Purchaser, as a Security against such Dower, and there to remain until the Death of the Widow; or a Release of the Dower obtained, when 'tis to be refunded, and in the mean Time Interest to be paid for it, &c.*

**T**HIS Indenture made, &c. Between P. N. of, &c. Brother and Heir of J. N. late of, &c. deceased, of the one Part; and R. D. of, &c. of the other Part. *Whereas* by Indenture of Lease and Release, bearing Date, &c. made or mentioned to be made between the said P. N. of the one Part, and the said R. D. of the other Part; in Consideration of the Sum of 500*l.* of, &c. in the said Indenture of Release mentioned to be paid to the said P. N. by the said R. D. The said P. N. *Did* grant, convey and assure, unto the said R. D. his Heirs and Assigns, *All* those Closes or Parcels of Ground called, &c. situate, &c. in the Possession of, &c. And also all Tithes and Tenths, yearly coming, growing, arising, renewing and increasing in and upon the said Closes or Parcels of Ground, and Premises; And also all Ways,  
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Paths, Passages, Waters, Water-courses, Trees, Woods, Underwoods, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Lands and Premises belonging, or in any wise appertaining. *To hold* unto the said R. D. his Heirs and Assigns, To the only proper Use and Behoof of the said R. D. his Heirs and Assigns for ever; as in and by the said recited Indenture may more fully appear. *And whereas* it is the Opinion of the Counsel learned in Law, that F. N. Widow and Relict of the said J. N. deceased, is or may be entituled to her Dower, and Thirds, of and in the said Closes, Lands, Tithes and Premises, or of and in some Part or Parts thereof. *Now this Indenture witnesseth*, That the said P. N. for the Considerations in the said recited Indenture of Release contained; doth for himself, his Heirs, Executors and Administrators, Covenant, Promise and Grant, to and with the said R. D. his Heirs and Assigns, by these Presents, That he the said P. N. his Heirs and Assigns, shall and will from Time to Time, and at all Times hereafter, at his and their own proper Costs and Charges, well and sufficiently save, defend, keep harmless and indemnified, as well the said Closes, Lands, Tithes, Hereditaments, and all and singular the Premises above-mentioned, and every Part and Parcels thereof, with the Appurtenances; as also the said R. D. his Heirs and Assigns, of and from all such Dower, and Thirds, and Right and Title of Dower, as the said F. N. hath or may have or claim, of and in the said Premises, or any Part or Parcel thereof; *And* also of and from all Actions, Suits, Costs, Charges, Sum and Sums of Money,

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Money, Damages and Expences whatsoever, which may be had, brought or prosecuted against the said R. D. his Heirs or Assigns, or which he or they shall or may any ways incur, sustain, or be put unto, for, touching, or in any wise concerning, or relating to such Dower and Thirds, and Right and Title of Dower aforesaid. *And* for the better securing and indemnifying of him the said R. D. his Heirs and Assigns, from and against all such Dower and Thirds, and Right and Title of Dower, Actions, Suits, Costs, Charges, Sum and Sums of Money, Damages and Expences, as aforesaid; the said P. N. hath on the Day of the Date of these Presents, laid and deposited in the Hands of the said R. D. the full Sum of 200*l.* of, &c. The Receipt whereof he the said R. D. doth hereby acknowledge; and the said P. N. is content, and by these Presents doth covenant and agree, to and with the said R. D. his Heirs and Assigns, in Manner following, (to wit) That the said Sum of 200*l.* shall remain and continue in the Hands of the said R. D. his Heirs and Assigns (without any Claim or Demand thereof, or of any Part thereof by the said P. N. his Heirs, Executors, Administrators or Assigns) for and during the Term of the natural Life of the said F. N. or until such Time as the said P. N. his Heirs or Assigns, at his or their own proper Costs and Charges shall have obtained and procured a sufficient Release in Law from the said F. N. unto the said R. D. his Heirs and Assigns, (such Release to be approved of by the Counsel of the said R. D. his Heirs or Assigns) of all such Dower, and Thirds, and Right and Title of Dower, as aforesaid. *And also*, That it shall and may be lawful to

and for the said R. D. his Heirs and Assigns in the mean Time, until the Death of the said F.N. or the procuring from her such a Release of Dower, as aforesaid; which shall first happen or be accomplished, To satisfy and reimburse him and themselves out of the said Sum of 200*l.* so deposited and agreed to remain in his and their Hands, as aforesaid, all such Costs, Charges, Sum and Sums of Money, Expences and Damages whatsoever, which he or they, or any of them, shall or may any ways lay out, expend, incur, sustain, or be put unto for or by Reason or Means of any Action, Suit, or other Matter or Thing to be brought, prosecuted or commenced by the said F.N. for, touching, or in any wise relating to any such Dower, and Thirds, Right and Title of Dower, as aforesaid: *And* the said R. D. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said P. N. his Executors, Administrators and Assigns, by these Presents; That he the said R. D. his Heirs and Assigns, shall and will allow and pay unto the said P. N. his Executors, Administrators or Assigns, during such Time as the said 200*l.* shall remain entire in the Hands of him the said R. D. his Heirs or Assigns, unapplied and undisposed of to and for the Purposes to which it is before appointed, Interest for the same, after the Rate of 5*l.* per Cent. per Annum, on the Feasts of, &c. yearly by equal Portions; The first Payment to be made on, &c. now next coming. And when and as often as the said R. D. his Heirs and Assigns shall out of the said 200*l.* satisfy and reimburse him and themselves any of the Costs, Sum and Sums of

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Money,



Money, Expences and Damages aforesaid; then it is agreed by and between the said Parties to these Presents, That as to and for so much of the said 200*l.* as shall from Time to Time be so applied, such Interest, as aforesaid, shall cease, and not be paid: And the said R. D. shall allow and pay unto the said P. N. from Time to Time, after any such reimbursing, and Satisfaction made as aforesaid, Interest at and after the Rate aforesaid, on the said Days and Times, and in Manner aforesaid, for so much only of the said 200*l.* as shall from Time to Time be left unapplied, as aforesaid, in the Hands of the said R. D. his Heirs or Assigns, by Virtue of these Presents, during such Time as any Part of the said 200*l.* shall remain in his or their Hands, and not be disposed of as before is hereby directed and appointed, according to the true Intent and Meaning hereof: And after the Death of the said F. N. or the procuring and delivering to the said R. D. his Heirs or Assigns, such Release of Dower, as aforesaid, which shall first happen or be accomplished, shall and will, on Request in that Behalf to be made, pay back unto the said P. N. his Executors, Administrators or Assigns, the said 200*l.* or so much thereof, (if any there be) as shall then remain unapplied and undisposed of, as aforesaid. *In Witness, &c.*

*A Release or Conveyance of several Fee-Farm  
Rents.*

**T**HIS Indenture made, &c. Between R. D. of, &c. of the one Part; and T. F. of, &c. of the other Part. *Witnesseth*, That the said R. D. for and in Consideration of the Sum of;

&c. to him in Hand paid by the said T.F. The Receipt whereof he the said R.D. doth hereby confess and acknowledge. *Haib* granted, bargained, sold, aliened, assigned, released and confirmed, and by these Presents, doth grant, &c. unto the said T.F. his Heirs and Assigns; *All* that yearly Fee-Farm Rent of 2*l.* 10*s.* issuing and payable out of and for a Messuage or Tenement, &c. situate, &c. And also all those several Annual Rents herein after mentioned, (being Parcels of an Annual Rent of, &c. issuing and payable out of the Manor of, &c.) that is to say, One Annual Rent of 10*s.* issuing and payable out of certain Lands, within the Manor of, &c. aforesaid, late the Lands of, &c. deceased, One other Annual Rent of, &c. And the Reversion and Reversions, Remainder and Remainders of all and every the said hereby granted Rents; And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, either in Law or Equity, of the said R.D. of, in and to the said Rents, and every of them, and every Part thereof, with their and every of their Appurtenances, (all which said several hereby granted Rents were (amongst others) lately purchased by the said R.D. of W.B.) *To have and to hold* the said Rents and Premisses hereby granted and released, or mentioned or intended to be hereby granted and released, and every of them, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said T.F. his Heirs and Assigns, to the only proper Use and Behoof of him the said T.F. his Heirs and Assigns for ever. *And* the said R.D. for himself, his Heirs, Executors and Administrators, doth covenant, promise

mise and grant, to and with the said T. F. his Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) That for and notwithstanding any Act, Matter or Thing, made, committed or done, by the said R. D. He the said R. D. at the Time of sealing and delivery of these Presents, is and standeth lawfully and rightfully seized of and in all the said Rents and Premises in and by these Presents granted and released, or mentioned or intended to be granted and released, and of every Part and Parcel thereof, with their and every of their Appurtenances, of a good, sure, absolute and indefeazable Estate of Inheritance, in Fee-simple, without any Manner of Condition, Limitation of Use or Uses, or any other Matter or Thing to alter, change, charge, incumber, defeat or make void the same. *And also*, That (for and notwithstanding any such Act, Matter or Thing as aforesaid) the said R. D. at the Time of executing these Presents, *Had* good Right, full Power, and lawful Authority to grant, release and convey the said Rents and Premises hereby mentioned to be released, with the Appurtenances, unto the said T. F. his Heirs and Assigns for ever, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. *And further*, That he the said T. F. his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, receive, hold and enjoy the said Rents, and all and singular other the Premises, and every Part and Parcel thereof, with their and every of their Rights, and Appurtenances, before hereby granted and released, or mentioned or intended

ed to be hereby granted and released, without the Let, Suit, Trouble, Hindrance, Denial, Molestation or Interruption of the said R. D. or of any other Person or Persons whatsoever, lawfully claiming, or to claim, from, by, or under, or *in Trust* for him; and that free and clear, or otherwise from Time to Time, and at all Times hereafter well and sufficiently saved, defended, kept harmless, and indemnified by the said R. D. his Heirs and Assigns, of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Jointures, Mortgages, Uses, Wills, Fines, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or caused or procured to be had, &c. by him the said R. D. *And lastly*, That he the said R. D. and all and every other Person and Persons, claiming or to claim any Estate, Right or Title in or to the said Rents and Premises, with the Appurtenances hereby granted, or any Part thereof, by, from or under, or *in Trust* for him, shall and will at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law, of the said T. F. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devices, Assurance and Assurances in the Law whatsoever, for the further, better, and more sure conveying and assuring of the said Rents and Premises hereby granted and released, with their and every of their Appurtenances, unto the said T. F. his Heirs and Assigns, To the only proper Use and Behoof of the said T. F. his Heirs and Assigns for ever, as by him the



the said T. F. his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised or advised and required. *In Witness, &c.*

*Fee-Farm Rents* to several Persons may be conveyed, all in one Deed to save Charges, where they are but small; and in such Case you must make your Deed of as many Parts as Tripartite, &c. as there be Parties, Grantor and Grantees, with several Considerations and *Habends* to the Grantees and their Heirs; To the Uses, Intents and Purposes herein after mentioned, limited and declared, expressed; (that is to say) as for, touching and concerning all those the said Three several Annual Rents of, &c. to the Use of the said A. B. his Heirs and Assigns for ever; and as for and concerning all, &c. to, &c. and to and for none other Use, Intent or Purpose whatsoever. And add in the Covenant for peaceable Enjoyment, and future Assurance; To hold the Premises, and to assure the Premises, To the Uses herein before limited and declared.

*A Release or Conveyance of several Messuages and Lands made by two Persons, with a Covenant to levy a Fine, &c.*

**T**HIS Indenture Tripartite made, &c. Between M. S. Widow (Relict and late Wife of W. S. late of, &c. deceased) and R. S. of, &c. (Brother and Heir of T. S. deceased, who was eldest Son and Heir of the said W. S. and of the said M. S.) of the first Part; J. E. of, &c. Esq; Son and Heir of Sir G. E. Knight deceased, of the second Part; and W. B. of, &c. Esq; of the third Part. *Witnesseth*, That the said

said M. S. and R. S. for and in Consideration of the Sum of 1400 *l.* of, &c. to them in Hand paid by the said W. B. the Receipt whereof they the said M. S. and R. S. do hereby confess and acknowledge; and the said J. E. in Consideration of the Sum of 600 *l.* of, &c. to him in Hand paid by the said W. B. the Receipt whereof he doth hereby acknowledge; and for divers other good Causes and Considerations them the said M. S. R. S. and J. E. in this Behalf, especially moving, They the said M. S. R. S. and J. E. *Have*, and every and either of them, *Haib* granted, bargained and sold, aliened, released and confirmed; and by these Presents, do and every and either of them doth grant, &c. unto the said W. B. (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever: *All* that Messuage or Tenement commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in or near, &c. in the said County of, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuage or Tenements belonging or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same,

OR

or as Part, Parcel or Member thereof, or of any Part thereof, situate in, &c. aforesaid : And also all those two Tofts of Land, with the Appurtenances, called, &c. And also all that other Messuage or Tenement, with the Appurtenances, commonly called or known by the Name of, &c. situate, lying and being in, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, unto the said Messuage or Tenement, called, &c. belonging, or in any wise appertaining, or which now, or at any Time heretofore have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof: And also all those two Closes of Lands, &c. and all that Grove of Wood or Wood-ground, with the Appurtenances, called, &c. And also all those Tofts and Inclosures, with the Appurtenances, called, &c. And also all that Pasture commonly called, &c. containing, &c. And all, &c. with their and every of their Appurtenances, all which Premises are situate, lying and being in or near, &c. aforesaid, and some Time were in the Tenure, Use, Occupation or Possession of L. W. of, &c. Gent. his Assignee or Assigns, Under-Tenant or Under-Tenants : And also all that Close commonly called, &c. situate, lying and being, &c. containing by Estimation &c. and was formerly in the Possession of T. G. And also all and singular Houses, Out-houses, Edifices, Buildings, Gardens, Orchards, Backsides, Commons, Ways, Paths, Waters, Water-

Water-courses, Royalties, Woods, Underwoods and Trees, and the Ground and Soil of the same Woods, Underwoods and Trees, Profits, Commodities, Emoluments and Hereditaments, whatsoever, to the said Premises, or any Part thereof belonging, or in any wise appertaining. And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever, of them the said M. S. R. S. and J. E. or any or either of them, situate, lying and being in, &c. aforesaid, or either or any of them in the said County of, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said M. S. R. S. and J. E. of, in and to all and singular the said Premises above-mentioned. and of, in and to every Part and Parcel thereof, with the Appurtenances: And also all Deeds, Evidences and Writings, touching or concerning the said Premises only, or only any Part thereof; together with true Copies of all other Deeds, Evidences and Writings which do concern the said Premises, or any Part thereof jointly with any other Lands or Tenements now in the Custody or Possession of them the said M. S. R. S. and J. E. or either of them, or which they or any or either of them can or may get, or come by, without Suit in Law; The same Copies to be made and written at the Request, Costs and Charges of the said W. B. his Heirs and Assigns. *To have and to hold* all and singular the said Messuages, Tofts, Lands, Tenements, Hereditaments and Premises



misses above-mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said W. B. his Heirs and Assigns, To the only proper Use and Behoof of the said W. B. his Heirs and Assigns for ever. *And* each of them the said M. S. and R. S. for him and herself, severally and apart, and not jointly, and for his and her several Heirs and Assigns, doth severally and apart, and not jointly covenant and grant to and with the said W. B. his Heirs and Assigns; That they the said M. S. R. S. and J. E. are, or some or one of them now is the true, rightful and lawful Owners or Owner of, *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, to be hereby granted and released, and of every Part and Parcel thereof, with the Appurtenances, (except as is herein after excepted.) *And also*, That they the said M. S. R. S. and J. E. are, or some or one of them now is lawfully and rightfully seized of and in the said Premises above-mentioned, with the Appurtenances, of a good, sure, perfect, absolute and indefeazable Estate of Inheritance, in Fee-simple, without any Manner of Condition, Mortgage, Limitation of Use or Uses, or any other Matter, Cause or Thing whatsoever, whereby to alter, change, charge or determine the same (except as is herein after excepted.) *And also*, That they the said M. S. R. S. and J. E. have, or some or one of them now hath good Right, full Power, and lawful Authority, in their or one of their own Rights or Right, to grant and convey, *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances unto the said W. B. his Heirs and Assigns, To the only proper Use and Be-

Behoof of the said W. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, (except as is herein after excepted.) *And also*, That the said W. B. his Heirs and Assigns shall and may from Time to Time, and at all Times from henceforth, for ever hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said M. S. R. S. and J. E. or any or either of them, their or any or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, claiming or to claim, by, from or under them, or either of them, or by, from or under the said W. S. and T. S. deceased, or either of them, (except as is herein after excepted.) *And* that freed and discharged, or otherwise well and sufficiently saved and kept harmless, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by them the said M. S. R. S. and J. E. or either of them, their or either of their Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim,

claim, by, from or under them, or any or either of them, or by, from or under the said W. S. and T. S. deceased, or either of them; (except one Indenture Tripartite, bearing Date, &c. made of Part of the said Premises by the said W. S. to one M. D. for the Term of 500 Years, defeazable on Payment of, &c. and Interest, and also, except one other Indenture, &c. the Remainder of which said Terms are assigned to Persons *in Trust* for the said W. B. and his Heirs.) *And* the said J. E. for himself, his Heirs and Assigns, doth covenant and grant, to and with the said W. B. his Heirs and Assigns, That he the said W. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times from henceforth for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, *All* and singular the said Premises above-mentioned, and ever Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said J. E. his Heirs and Assigns, and of all and every other Person and Persons whatsoever, claiming in, by, from or under him, them, or any of them, or by, from or under the said Sir G. E. deceased. *And* each of them the said M. S. R. S. and J. E. for him, her and themselves, severally and apart, and not jointly, and for his and her, and their several Heirs and Assigns; doth further, severally and apart, and not jointly, covenant and grant, to and with the said W. B. his Heirs and Assigns, That they the said M. S. R. S. and J. E. shall and will before the End of *Easter Term* next coming before the King's Majesty's Justices of his Court of *Common Pleas* in *Westminster*, in due Form of Law, acknowledge

ledge and levy to the said W. B. and his Heirs, one Fine *Sur Conuzance de droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* and singular the said Premisses above-mentioned, with the Appurtenances, by such Name and Names, Quantities and Number of Messuages, Acres and Things, and in such Sort, Manner and Form, as by the Counsel Learned in the Law of the said W. B. shall be advised and thought fit. *And further*, That they the said M. S. and R. S. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premisses above-mentioned, or any Part thereof, by, from or under them, or any or either of them, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said W. B. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of *All* and singular the said Premisses above-mentioned, with the Appurtenances, unto the said W. B. his Heirs and Assigns, To the only proper Use and Behoof of the said W. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said W. B. his Heirs or Assigns, or his or their Counsel Learned in the Law shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon,



upon, by and between the said Parties to these Presents, and the true Meaning hereof also is; and 'tis hereby so declared, That the said Fine hereby agreed to be levied in Manner aforesaid, and all and every other Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. by or between the said Parties to these Presents, or by or between them, or either of them, and any other Person or Persons whatsoever, of the said Premises above-mentioned, with the Appurtenances, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements and Hereditaments; *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning *All* and singular the said Premises above-mentioned, with the Appurtenances, To and for the only proper Use and Behoof of the said W. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; And to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Release or Conveyance of a Moiety of a Messuage, &c. held by Patent under an Yearly Rent, formerly forfeited to the Crown; with a several Habendum to two Persons and their Heirs.*

**T**HIS Indenture made, &c. Between W. F. of, &c. Esq; of the one Part, and W. G. of, &c. and J. G. of the other Part. *Whereas*

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our Sovereign Lord King *George*, by his Letters Patent under the Great Seal, &c. bearing Date the, &c. in Consideration of the Yearly Rent of, &c. *Haib* given and granted unto the said W. F. All that Messuage or Tenement commonly called or known by the Name of, &c. situate, lying and being in, &c. being the Property of F. M. in the Year, &c. and by him forfeited to the Crown; with all the Appurtenances, and all Rights, Privileges and Advantages thereunto belonging. *To have and to hold* the said Messuage or Tenement and Premises, with the Appurtenances, unto the said W. F. his Heirs and Assigns for ever, To be held of, &c. in free and common Socage: *Yielding and paying* therefore, and thereout yearly to his Majesty, his Heirs and Successors, at the Receipt of the Exchequer, the Rent or Sum of, &c. at the Feasts of, &c. by even and equal Portions; as in and by the said Letters Patent, inrolled in his Majesty's High Court of Chancery, Relation being thereunto had, more at large appears. *Now this Indenture Witnesseth*, That for and in Consideration of, &c. to the said W. F. in Hand paid by the said W. G. and J. G. the Receipt whereof he doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving; He the said W. F. *Haib* granted, bargained and sold, aliened, released and confirmed, and by these Presents doth fully, freely and absolutely grant, &c. unto the said W. G. and J. G. (in their actual Possession now being by Virtue of a Bargain and Sale, &c.) and to their Heirs and Assigns for ever, One Moiety or half Part of the said Messuage or Tenement and Premises, above-mentioned

mentioned to be granted by Patent to the said W. F. his Heirs and Assigns, as now parted and divided, *viz.* All that Part, &c. with the Appurtenances, and all Rights, Privileges and Advantages thereunto belonging; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Moiety of the said Messuage and Premises above-mentioned, and of every Part and Parcel thereof with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said W. F. of, in and to the said Moiety of the said Premises above-mentioned, and of, in and to every Part and Parcel thereof with the Appurtenances. *To have and to hold* the said Moiety of the said Messuage or Tenement, and Premises above-mentioned, by the said recited Letters Patent granted, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Privileges, Advantages and Appurtenances thereunto belonging, unto the said W. G. and J. G. their Heirs and Assigns for ever; *In Trust*, and to the Uses herein after mentioned, (that is to say) as for and concerning One Half of the said Moiety of the said Messuage or Tenement and Premises, and the Privileges and Advantages thereof, To the only proper Use and Behoof of him the said W. G. his Heirs and Assigns for ever; and as for and concerning the other Half of the said Moiety of the said Messuage or Tenement and Premises, and the Privileges and Advantages thereof, To the only proper Use and Behoof of him the said J. G. his Heirs and Assigns for ever; *By and under*, and subject to a Moiety

of the Rent reserv'd, and the Covenants, Conditions and Agreements contained in and by the Letters Patent above-mentioned. *And* the said W. F. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. G. and J. G. their Heirs and Assigns, That he the said W. F. now is the true and lawful Owner and Proprietor of the said Messuage or Tenement, and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. *And* that he the said W. F. now hath good Right, full Power, and lawful Authority, to grant, bargain, sell and convey the said Moiety of the said Messuage or Tenement, and Premises, with the Appurtenances, unto the said W. G. and J. G. their Heirs and Assigns, To the only proper Use and Behoof of the said W. G. and J. G. their Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *And also*, That they the said W. G. and J. G. their Heirs and Assigns, shall and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Moiety of the said Messuage or Tenement and Premises above-mentioned, with the Privileges, Advantages and Appurtenances thereunto belonging, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. F. his Heirs or Assigns, and of all and every other Person or Persons whatsoever: *And* that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes, Recognizances, Extents,



Extents, Judgments, Executions, Rents and Arrearages of Rent ; (except a Moiety of the Rent reserved in the Letters Patent above-mentioned and hereafter to become due) and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, &c. by the said W. F. or any other Person or Persons whatsoever, claiming, or to claim by, from or under him, them, or any of them ; (excepting only the Covenants in the said Letters Patents contain'd on the Part of the said W. F. his Heirs and Assigns, to be done and performed.) *And further*, That he the said W. F. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having, or claiming in the said Moiety of the said Messuage or Tenement and Premises above-mentioned, or any Part thereof, by, from or under him; shall and will from Time to Time, and at all Times hereafter, at the Request, Costs and Charges in the Law of the said W. G. and J. G. their Heirs or Assigns, make, do and execute, or cause, or procure to be made, done and executed, all and every such further, and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of the said Moiety of the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, unto the said W. G. and J. G. their Heirs and Assigns, To the only proper Use and Behoof of the said W. G. and J. G. their Heirs and Assigns for ever, as by the said W. G. and J. G. their

Heirs or Assigns, or their or either of their Counsel learned in the Law, shall be reasonably devised, or advised and required. *And lastly*, it is covenanted, granted, concluded and agreed upon, by and between the said W. F. for himself, his Heirs and Assigns, and the said W. G. and J. G. for themselves, their Heirs and Assigns, That neither of the said Parties, their Heirs or Assigns, shall grant, convey or transfer their respective Rights, Titles and Interests in the Patent above-recited, and in the Messuage, or Tenement and Premises thereby and hereby granted, or any Part thereof, to any Person or Persons whatsoever, without a Tender first made to the other of the said Parties, their Heirs or Assigns, and a Refusal of that Party, to whom the Tender is made, to give to the Party being minded to dispose of his Part, his Heirs or Assigns, as much Money as any other Person shall really and *bona fide* offer for the same. *In Witness, &c.*

*A Conveyance of an Estate, made by a Young Nobleman and his Trustees; pursuant to an Act of Parliament for Sale of the same Estate (int' alia) for Payment of Debts and Legacies; with an Assignment of a Mortgage to attend the Fee in the same Deed, &c.*

**T**HIS Indenture Quadrupartite made, &c. Between the Right Honourable J. Earl of S. &c. Sir W. B. of, &c. Bart. and E. S. of, &c. Esq; of the first Part; B. D. of, &c. of the second Part; the Honourable R. C. of, &c. of the third Part; and T. C. of, &c. of the fourth Part. *Whereas* by an Act of Parliament made and passed in the third and fourth Years of the

the Reign of her Majesty Queen *Anne*, Intituled, *An Act for better securing the Portions, Debts and Legacies, Giving and owing by J. late Earl of S. who was Father of the said J. Earl of S. Party to these Presents, All that Capital Messuage or Tenement commonly called, &c. with all Houses, &c. situate, lying and being, &c. in the Tenure of, &c. And all other the Lands, Tenements and Hereditaments of the said J. late Earl of S. in, &c. or elsewhere in the said County of, &c. were and are amongst other Manors, Lands, Tenements and Hereditaments in the said Act particularly expressed, vested in the said Sir W. B. and E. S. and in S. P. and J. F. Gent. and their Heirs, upon Trust, That they the said Sir W. B. S. P. E. S. and J. F. their Heirs and Assigns, should by absolute Sale of the said Manors, Lands, Tenements, Hereditaments and Premises, or any Part thereof, raise so much Money as should be sufficient to pay and satisfy, and therewith pay and satisfy the Debts, Legacies, and Sums of Money in the said Act mentioned; as in and by the said Act of Parliament (Relation being thereunto had) may more fully and at large appear. *And whereas* before the making the said in Part recited Act of Parliament, the Premises amongst other Things, were by Indenture, bearing Date, &c. for securing the principal Sum of 2000*l.* and Interest, mortgaged and granted to E. W. Esq; in the said Act named for the Term of 500 Years; and are by the said Act of Parliament made liable, as well to the Payment of the said Principal Money and Interest, then due on the said Mortgage, as with the Portions, and other Moneys directed by the said Act to be raised and paid.*

*And whereas* the said Mortgage hath been since assigned to the said R. C. and the principal Sum of 2000*l.* is still owing on the said Security, *And whereas* the said S. P. and J. F. are since Dead; and the said Sir W. B. and E. S. the surviving Trustees, in Pursuance of the Trust, Power and Authority reposed, and now vested in them by the said Act of Parliament, with the Privy, Consent and Approbation of the said J. Earl of S. testified by his being a Party to, and signing and sealing of these Presents, for the Sum of 1500*l.* which is to be paid towards discharging the Money due to the said Mortgage, have contracted and agreed to convey, and assure the Inheritance and Fee-simple of the aforesaid Capital Messuage, called, &c. and Premises herein after particularly mentioned unto the said B. D. and his Heirs. *Now this Indenture witnesseth*, That the said J. Earl of S. Party to these Presents, the said Sir W. B. and E. S. for and in Consideration of the said Sum of 1500*l.* of, &c. to them the said Sir W. B. and E. S. in Hand paid by the said B. D. at and before the sealing and delivery of these Presents; The Receipt whereof they the said Sir W. B. and E. S. do hereby severally acknowledge; and for divers other good Causes and Considerations them thereunto moving; *Have*, and every of them hath granted, bargained, sold, aliened, released and confirmed; and by these Presents do, and every of them doth grant, &c. unto the said B. D. (in his actual Possession now being, &c.) and to his Heirs and Assigns for ever; *All* that the said Capital Messuage or Tenement, with the Appurtenances, called or known by the Name of, &c. with all Houses, Edifices, Buildings, Barns, Stables,



Stables, Gardens, Orchards, Farms, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Woods, Underwoods, and Soil of Woods, Fishings, Ways, Waters, Water-courses, Streams, Wears, Commons, Profits, Emoluments, and other Hereditaments whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith used, held or enjoyed, or reputed, known or taken, as Part, Parcel or Member thereof, or appurtenant thereunto, situate, lying and being in, &c. afore said, late in the Tenure or Occupation of, &c. his Assigns or Under-Tenants, and now in the Tenure of, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Trust, Use, Claim and Demand whatsoever, of them the said J. Earl of S. Party to these Presents, Sir W. B. and E. S. of, in and to the said Premisses above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences, Writings, Escripts and Miniments which concern the same Premisses only, or only any Part thereof. *To have and to hold all and singular the said Capital Messuage, Lands, Hereditaments and Premisses hereby granted and conveyed, or intended so to be, with their and every of their Appurtenances unto the said B. D. his Heirs and Assigns, To the only proper Use and Behoof of the said B. D. his Heirs and Assigns for ever. And the said J. Earl of S. Party to these Presents, all and singular the said Capital Messuage and Premisses,* with

with the Appurtenances, unto the said B. D. his Heirs and Assigns, against him the said J. Earl of S. his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents. *And* the said J. Earl of S. doth for himself, his Heirs and Assigns, covenant and grant to and with the said B. D. his Heirs and Assigns in Manner and Form following; (that is to say) That for and notwithstanding any Act, Matter or Thing by him or them done to the contrary, he the said J. Earl of S. and the said Sir W. B. and E. S. or some or one of them is or are lawfully and rightfully seized of the said Capital Messuage, Lands, Tenements, Hereditaments and Premises hereby granted and released, or mentioned to be granted and released, and of every Part and Parcel thereof, of a good, sure, absolute and indefeazable Estate of Inheritance in Fee-Simple. *And* that for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said J. Earl of S. the said Sir W. B. and E. S. or some or one of them now hath or have good Right, full Power, and lawful and absolute Authority in him and them to grant, release and convey the said Capital Messuage, Lands, Hereditaments and Premises, and every Part and Parcel thereof, with the Appurtenances unto the said B. D. his Heirs and Assigns in Manner and Form aforesaid. *And* that the said B. D. his Heirs and Assigns shall or lawfully may from Time to Time, and at all Times for ever hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Capital Messuage, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances;

purtenances; and receive and take the Rents, Issues and Profits thereof, without any Manner of Let, Suit, Trouble, Hindrance, Molestation, Interruption or Denial of the said J. Earl of S. Sir W. B. and E. S. or any of them, or of or by any other Person or Persons whatsoever, claiming or to claim by from or under him, them, or any of them. *And also*, That the said Capital Messuage, Lands and Premises now are and from henceforth for ever hereafter shall remain, continue and be unto the said B. D. his Heirs and Assigns, free and clear, and freely and clearly acquitted and discharged of and from all Manner of former and other Bargains, Sales, Gifts, Grants, Uses, Trusts, Jointures, Dowers, Intails, Decrees, Estates, Charges, Troubles and Incumbrances whatsoever, had, made, done or suffered by the said J. Earl of S. Party to these Presents; or by the said Sir W. B. and E. S. or either of them. *And further*, That he the said J. Earl of S. Party to these Presents, and the said Sir W. B. and E. S. and their respective Heirs; and all and every other Person or Persons, and his and their Heirs, having or lawfully claiming any Estate, Right, Title, Trust or Interest in or to the said Capital Messuage, Lands, Hereditaments and Premises above-mentioned, or any Part thereof, by, from or under them, or any of them, shall and will from Time to Time, and at all Times, within the Space of Seven Years next ensuing the Date hereof, at and upon the reasonable Request, and at the proper Costs and Charges of the said B. D. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, &c. all and every such further, and other lawful and reasonable

reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of the said Capital Messuage, Lands, Hereditaments and Premisses, with their and every of their Appurtenances unto the said B. D. his Heirs and Assigns, To the only proper Use and Behoof of the said B. D. his Heirs and Assigns for ever: Be it by Fine, Feoffment, Deed inrolled, or by any other Ways or Means in the Law whatsoever; as by the said B. D. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required. And the said Sir W. B. for himself, his Heirs, Executors, Administrators and Assigns, and the said E. S. for himself, his Heirs, Executors, Administrators and Assigns, do severally and not jointly, nor one for the other, or for the Acts of the other, or of the Heirs, Executors or Administrators of the other, covenant and grant to and with the said B. D. his Heirs and Assigns, by these Presents, That he the said B. D. his Heirs and Assigns shall and lawfully may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy the aforesaid Capital Messuage and Premisses, with the Appurtenances, without the Let, Trouble, Molestation, Interruption or Denial of them the said Sir W. B. and E. S. or either of them, their or either of their Heirs, Executors, Administrators or Assigns: And free and clear, or otherwise upon reasonable Request to them in that Behalf made, well and sufficiently saved and kept harmless of and from the several Trusts in the before recited Act of Parliament mentioned; and of  
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and from all former and other Gifts, Grants, Bargains, Sales, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by them the said Sir W. B. and E. S. or either of them, or by any other Person or Persons whatsoever, by or with their or either of their Means, Consent, Act, Privity or Procurement; other than, and except one Indenture of Lease for three Lives, bearing Date, &c. made between, &c. *And this Indenture further witnesseth,* That the said R. C. for and in Consideration of the Sum of, &c. to him in Hand paid by the said Sir W. B. and E. S. in Part of the Moneys due on the above recited Mortgage; and of the Sum of 5*s.* of like, &c. to him in Hand paid by the said T. C. the Receipt of which said Sum of, &c. and 5*s.* he the said R. C. doth hereby confess and acknowledge; he the said R. C. at the special Instance and Request of the said J. Earl of S. Party to these Presents, and of the said Sir W. B. and E. S. and by the Direction of the said B. D. *Has* bargained, sold, assigned and set over; and by these Presents doth bargain, &c. unto the said T. C. being a Person nominated by and *in Trust* for the said B. D. *All* and singular the said Capital Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come, Claim and Demand whatsoever, of him the said R. C. of, in and to the said Premises, and every Part and Parcel thereof, with the Appurtenances. *To have and to hold* the said Capital Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and every  
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Part and Parcel thereof, with the Appurtenances, unto the said T. C. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 500 Years in and by the above recited Indenture, bearing Date, &c. granted and conveyed to the said E. W. Yet to come and unexpired; *in Trust*, nevertheless, That the said Term and Estate hereby assigned, shall attend and wait upon the Freehold and Inheritance of the said Premises to the said B. D. his Heirs and Assigns, and such other Person and Persons to whom the same shall appertain and belong, to protect and defend the said Premises from all subsequent Incumbrances. *And* the said R. C. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. C. his Executors, Administrators and Assigns, That he the said R. C. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Capital Messuage and Premises above-mentioned, or any Part thereof, are, is, shall or may be any ways charged or incumbered, in Title, Estate, or otherwise howsoever. *In Witness, &c.*

*A Release and Conveyance of Lands to Trustees, in Consideration of a Sum of Money given by Will, upon Trust for pious and charitable Uses directed by the said Will, (viz.) To pay the Parson a yearly Sum for preaching a Sermon; for buying Cloaths yearly for the Poor of the Parish; and for buying Bread, and distributing it among the Poor weekly; and for repairing of Family Tombs. &c. And on Default of applying to the Uses, then upon Trust for the Poor of another Parish; made to ten of the most substantial Persons inhabiting in the Parish, with Proviso, That whenever they are by Death reduced to the Number of Three, they are with the Consent of the Lord of the Manor, and the Minister and Churchwardens, to convey the Premises to ten other Trustees; and so from Time to Time for ever Toties quoties, &c. whereby the Trusts may have perpetual duration.*

**T**HIS Indenture Tripartite made, &c. Between Sir J. S. of, &c. Bart. R. O. of, &c. Esq; and A. A. of, &c. Spinster, of the first Part; M. G. alias T. and A. G. alias T. of, &c. aforesaid, Spinsters, Administratrixes of all and singular the Goods and Chattels, Rights and Credits of M. G. alias T. the elder, late of, &c. and also Administratrixes *De bonis non* of G. W. late of, &c. deceased, by the said M. G. alias T. the elder unadministred, (who was sole Executrix of the last Will and Testament of the said G. W.) with the Will of the said G. W. annexed, of the second Part; and J. S. Esq; eldest Son and Heir apparent of the said Sir J. S. R. C. Gent. E. T. Clerk, E. H. P. B. G. P. J. P. J. W. E. H. and R. W. Yeomen, all Inhabitants of the

the Parish of A. aforesaid, of the third Part. *Whereas* the said G. W. made his last Will and Testament in Writing, bearing Date, &c. and therein and thereby (amongst other Legacies and Bequests) gave and bequeathed the Sum of 500*l.* of, &c. to the End that his Executrix therein after named should as soon as might be, after his Decease, therewith purchase one or more Pieces of Land in the Parish of A. which Land he hoped would yield the yearly Rent of, &c. at least clear of all Reprises for ever; and did thereby direct, that the said Land so to be purchased, should be purchased in the Name of his Executrix and her Heirs, and by her forthwith to be conveyed to ten of the most substantial Persons in the said Parish of A. and to their Heirs for ever, to be nominated by his Executrix or her Heirs, in such Manner as Counsel learned in the Law should advise, so that the Inheritance thereof might continue for ever, *In Trust* to and for the pious and charitable Uses following; (that is to say) &c. [*Here set forth the Trusts in the Will, and as are herein after mentioned.*] And whereas the said G. W. soon after died, and the said M. G. *alias* T. the elder, on, &c. duly proved his said Will, and possessed herself of his personal Estate sufficient to pay all his Debts and Legacies, with a good Overplus; and afterwards she the said M. G. *alias* T. the Executrix died Intestate before any Purchase was made pursuant to the said Will; and the said M. G. *alias* T. Party hereto, and A. G. *alias* T. have since her Death not only taken Letters of Administration to the said M. G. the elder, but have also taken out Administration *De bonis non* of the said G. W. by the said M. G. *alias* T. the elder deceased,



ceased, unadministred, with the Will of the said G. W. annexed, and possessed themselves of all her personal Estate, and also of all the personal Estate of the said G. W. remaining unadministred by her the said M. G. *alias* T. the elder, as may appear. *And whereas* the said M. G. *alias* T. and A. G. *alias* T. by and with the Consent of the said J. S. R. C. E. T. E. H. P. B. G. P. J. P. J. W. E. H. and R. W. being ten of the most substantial Inhabitants of the said Parish of, &c. *Have* contracted with the said Sir J. S. R. O. and A. A. for the absolute Purchase of the Fee-simple and Inheritance of the Tenements and Lands herein after mentioned to be granted for the Sum of 500*l.* to be settled upon the Trusts contained in the said Will of the said G. W. *Now this Indenture witnesseth*, That the said Sir J. S. R. O. and A. A. for and in Consideration of the Sum of 500*l.* of, &c. to them in Hand paid by the said M. G. *alias* T. Party hereto, and A. G. *alias* T. being the Legacy appointed to be paid and laid out pursuant to the Will of the said G. W. as aforesaid; the Receipt whereof they the said Sir J. S. R. O. and A. A. do hereby acknowledge, and thereof, and of every Part thereof, they and either of them do clearly quit and discharge the said M. G. *alias* T. Party to these Presents, and A. G. *alias* T. and either of them, their and either of their Heirs, Executors and Administrators for ever by these Presents: And in Consideration also of the Sum of 5*s.* of like, &c. to them the said Sir J. S. R. O. and A. A. in Hand paid by the said J. S. R. C. E. T. E. H. P. B. G. P. J. P. J. W. E. H. and R. W. the Receipt whereof they the said Sir J. S. R. O. and A. A. do hereby confess and acknowledge:

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They the said Sir J. S. R. O. and A. A. *Have*, and every and either of them hath (by and with the Consent and Direction of the said M. G. *alias* T. Party to these Presents, and A. G. *alias* T. testified by their being Parties hereto, and signing and sealing hereof) granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and every and either of them doth fully, freely and absolutely grant, &c. unto the said J. S. R. C. E. T. E. H. P. B. G. P. J. P. J. W. E. H. and R. W. (in their actual Possession now being, &c.) and to their Heirs and Assigns for ever, *All* that Messuage or Tenement, &c. and all Houses, Lands, &c. and namely all the Pieces and Parcels of Ground following, (that is to say) &c. And also the Reversion and Reversions, Remainder and Remainders, &c. And also all the Estate, &c. And also all Deeds, &c. concerning the said Premises only, or only any Part thereof; together with true Copies of all other Deeds, &c. which do concern the said Premises jointly with any other Lands or Tenements now in the Custody, &c. The same Copies to be made and written at the Request, Costs and Charges of the said Grantees, their Heirs and Assigns: *To have and to hold* all and singular the said Messuage or Tenement, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. S. R. C. E. T. E. H. P. B. G. P. J. P. J. W. E. H. and R. W. their Heirs and Assigns, *To the only Use and Behoof* of the said J. S. R. C. &c. their Heirs and Assigns for ever; nevertheless upon the Trusts, and for the several Ends, Intents and Purposes following; (that is to say) In the first Place,

*In Trust*, that by, with and out of the Rents and Profits of the said Premises, there shall be yearly paid unto the Minister of the said Parish of A. ten shillings to read Divine Service, and preach a Sermon in the Parish Church of A. aforesaid, upon *All-Saints* Day yearly for ever: And in the next Place, there shall be yearly for ever laid out the Sum of, &c. in buying course Woollen Cloth to the full Value thereof, to be cut out before and in the Presence of the Minister and Church-wardens of the said Parish for the Time being, on *All-Saints* Day yearly, or so many of them as shall be present, to be distributed and given to such poor House-keepers, and poor Children inhabiting in the said Parish of A. aforesaid, which shall be present at the Divine Service and Sermon so to be read and preached as aforesaid, and decently behave themselves there, as the Minister and Church-wardens for the Time being shall appoint to receive and take the said Charity; and shall and ought to apply and lay out so much of the Residue of the Rents and Profits of the said Lands yearly for ever, as shall be necessary for that Purpose, to be laid out in repairing, upholding, amending and keeping two Marble Tombs and a Grave, wherein R. W. the said Testator's Kinsman, was interred, and all the Inscriptions thereon made and engraven, lying and being in the Church of, &c. on the South-side of the Chancel of the said Church of, &c. aforesaid; wherein also the Testator's Father, Mother, Brothers, Sisters and others of his Family, have been interred heretofore: And further, That the said two Tombs and Grave shall be repaired and kept yearly for ever in good Plight and

Condition; and if any Part of the said Rents and Profits of the said Lands, after repairing and amending the said several Tombs and Grave, and the other Charities aforesaid performed shall be left, the same shall and ought to be applied and disposed in Manner following; (*Viz.*) the Sum of 5 s. to be laid out on ten Loaves of Sixpenny Bread, to be distributed to ten poor People of the said Parish of A. immediately after Divine Service on every *Sunday* next following *All-Saints* Day yearly, until the Residue of the said Money which shall so remain shall be disposed of: Except the Sum of 10 s. which shall be kept until *Good Friday* then next following, and then to be laid out in twenty Loaves of Sixpenny Bread, to be distributed by the Minister and Church-wardens of the said Parish of A. to twenty poor People of the same Parish, and so to be given and disposed of in like Manner yearly for ever. *But* in Case the said two Tombs and Grave, and the several Inscriptions thereon made and engraven, shall at any Time be ruined and destroyed, and so neglected as not to be sufficiently repaired: Or in Case any other Person or Persons shall at any Time hereafter (besides the said G. W.) be buried and interred in any of the said Ground: Then, and in either of those Cases, the several Trusts herein before limited and declared for the Benefit of the said Parish of A. shall cease and determine; and all the Rents and Profits of the Lands shall be yearly paid unto the Church-wardens of the Parish of B. in the said County of, &c. upon Condition, That they repair, uphold, maintain, amend and keep from Time to Time the said two Tombs and Grave in, &c. Church aforesaid,



said, in such Manner as is herein before directed; and pay and apply the several Proportions of the Remainder of the Rents and Profits of the said Premises to the Minister of the Parish of B. for reading Prayers or Divine Service, and preaching a Sermon in the said Parish-Church of B. yearly for ever, and to the Poor of the said Parish of B. in such Manner and Form, and by such Proportions as is herein before directed, in Relation to the Minister and Poor of the Parish of A. aforesaid. And in Case the said several Tombs and Grave, and the several Inscriptions thereon cut, made or written, shall at any Time be ruined and destroyed, or so neglected as not to be sufficiently repaired by the Church-wardens of the said Parish of B. Then, and in such Case, all the Trusts hereinbefore limited and declared for the Benefit of the said Parish of B. shall cease, determine and be void; and all the Rents and Profits of the said Premises shall be yearly paid to the Church-wardens of the Parish of C. in the said County of, &c. upon Condition, That they repair, uphold, amend, sustain and keep from Time to Time the said two Tombs and Grave herein before mentioned, in such Manner as is herein before directed; and pay and apply the several Proportions of the Remainder of the Rents and Profits of the said Premises to the Minister of the said Parish of C. for reading Prayers or Divine Service, and preaching a Sermon in the said Parish Church of C. yearly for ever, and to the Poor of the said Parish of C. in like Manner as aforesaid, according to the last Will of the said G. W. and to and for none other Intent, Trust or Purpose whatsoever. *Provided* always, and the said Grant and Con-

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veyance

veyance hereby made is upon this further Trust, That when and as often as the said Trustees shall by their Mortality, be reduced to the Number of Three, or any less Number; it is agreed by and between the said Parties to these Presents, and hereby so declared, That in such Case the surviving Trustees, by and with the Consent of the Lord of the Manor of A. aforesaid, and the Minister and Churchwardens of the said Parish for the Time being, shall and ought by good Assurances in the Law to convey the said Premises above-mentioned, with the Appurtenances, unto ten more of the most sufficient and substantial Inhabitants of the said Parish, and their Heirs, upon the same Trusts, and for the like Ends, Intents and Purposes, as is herein before declared; and so from Time to Time for ever hereafter *Toties quoties*, and as often as the said Trustees shall be reduced to the Number of Three, or any less Number, whereby the said Trusts thereof may have a perpetual Duration and Continuance, and may not come to, and vest in, the Heirs of any surviving Trustee; any Thing herein contained to the contrary notwithstanding. And each of them the said Sir J. S. R. O. and A. A. for him and herself severally and apart, and not jointly, and for his and her several Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said J. S. R. C. E. T. &c. their Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing, by them the said Sir J. S. R. O. and A. A. or any or either of them, or by Sir S. A. deceased, and Dame E. his Wife also deceased, or either of them, done or committed to the contrary) they the said Sir J. S. R. O. and A. A. are, or some or one

one of them now is, the true, lawful and rightful Owner or Owners of all and singular the said Premisses above-mentioned, with the Appurtenances. *And also*, That for and notwithstanding any such Act, Matter or Thing as aforesaid, they the said J. S. R. C. E. T. &c. their Heirs and Assigns, upon the Trusts aforesaid, shall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said Sir J. S. R. O. and A. A. their Heirs or Assigns, or of any other Person or Persons claiming or to claim, by, from or under them, or any or either of them, or by, from or under the said Sir S. A. and Dame E. his Wife, or either of them: *And* that freed and discharged, or otherwise well and sufficiently saved and kept harmless of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed or suffered, or to be had, &c. by them the said Sir J. S. R. O. and A. A. or any or either of them, or any other Person or Persons claiming or to claim, by, from or under them, or any or either of them, or from, by or under the said Sir S. A. and Dame E. his Wife, or either of them. *And*

*further*, That they the said Sir J. S. R. O. and A. A. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under them, or any or either of them, or by, from or under the said Sir S. A. and Dame E. his Wife, or either of them, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said J. S. R. C. E. E. &c. make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of *All* and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said J. S. R. C. E. T. &c. their Heirs and Assigns, *To* the Use of them, their Heirs and Assigns for ever, upon the several Trusts, Ends, Intents and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents; as by the said Trustees, their Heirs or Assigns, or their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged,



ledged, or at any Time hereafter to be had, &c. by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons, of the said Premisses above-mentioned, or of any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments; as for and concerning all and singular the said Premisses above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, *To* the Use of the said Grantees, their Heirs and Assigns upon the several Trusts, Ends, Intents and Purposes herein before mentioned, expressed and declared, according to the true Intent and Meaning of these Presents; and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

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### Feoffments, Bargains and Sales.

#### *A Feoffment of an Estate.*

**T**HIS Indenture made, &c. Between A. S. of, &c. of the one Part; and B. T. of, &c. of the other Part. *Witnesseth*, That the said A. S. for and in Consideration of the Sum of 500 l. of, &c. to him in Hand paid by the said B. T. The Receipt whereof he the said A. S. doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving, He the said A. S. *Hath* granted, bargained and sold, aliened, enfeoffed, released and confirmed; and by these Presents doth grant, &c. unto the said B. T. his Heirs and Assigns for ever, *All* that Messuage or Tenement commonly called or known by the Name

Name of, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part or Parcel thereof, or of any Part thereof, situate, lying and being, in, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises abovementioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. S. of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings touching or concerning the said Premises only, or only any Part thereof, Together with true Copies of all other Deeds, Evidences and Writings which do concern the said Premises, or any Part thereof, jointly with any other Lands or Tenements now in the Custody or Possession of him the said A. S. or which he can or may get or come by, without Suit in Law, the same Copies to be made and written at the Request, Costs and Charges of the said B. T. his Heirs and Assigns, *To have and to hold* all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and

and every Part and Parcel thereof, with the Appurtenances, unto the said T. B. his Heirs and Assigns, to the only proper Use and Behoof of the said B. T. his Heirs and Assigns for ever. *And* the said A. S. for himself, his Heirs and Assigns, doth covenant and grant to and with the said B. T. his Heirs and Assigns; That he the said A. S. now is lawfully and rightfully seized in his own Right of a good, sure, perfect and absolute and indefeazable Estate of Inheritance in Fee-simple, of and in all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing, to alter, change, charge or determine the same. *And also*, That he the said A. S. now hath good Right, full Power, and lawful Authority in his own Right to grant, bargain, sell and convey all and singular the said Premises above-mentioned, with the Appurtenances unto the said B. T. his Heirs and Assigns, To the only proper Use and Behoof of the said B. T. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *And also*, That he the said B. T. his Heirs and Assigns shall and may at all Times for ever hereafter, peaceably and quietly, have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. S. his Heirs or Assigns, and of all and every other Person and Persons whatsoever.

*And*

*And* that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered to be had, &c. by the said A. S. or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them. *And further*, That he the said A. S. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Cost and Charges of the said B. T. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said B. T. his Heirs and Assigns, To the only proper Use and Behoof of the said B. T. his Heirs and Assigns for ever, according to the true



true Intent and Meaning of these Presents; as by the said B. T. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required. *And lastly*, The said A. S. hath made, ordained, constituted and appointed; and by these Presents doth make, &c. A. B. of, &c. and C. D. of, &c. his true and lawful Attornies jointly, and either of them severally, for him and in his Name, into the said Messuage, Lands and Premises, with the Appurtenances hereby granted and conveyed, or mentioned to be granted and conveyed, or into some Part thereof, in the Name of the whole to enter, and full and peaceable Possession and Seisin thereof for him, and in his Name to take and have; and after such Possession and Seisin so thereof taken and had, the like full and peaceable Possession and Seisin thereof, or of some Part thereof in the Name of the whole unto the said B. T. or to his certain Attorney in that Behalf, to give and deliver: *To hold* to him the said B. T. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; ratifying, confirming and allowing all and whatsoever his said Attorneys, or either of them, shall do in the Premises. *In Witness, &c.*

*A Feoffment of an Estate, supposed to be escheated to the Lord of the Manor, by the Absence of the Heir beyond the Seas; made to the Heir on his Return.*

**T**HIS Indenture made, &c. Between Sir J. S. of, &c. Bart. R. O. of, &c. Esq; and A. A. of, &c. Spinster of the one Part; and T. W. late

late of the Kingdom of Ireland, and now of, &c. of the other Part. *Whereas* Sir S. A. of, &c. aforesaid, Knight, as Lord of the Manor of, &c. several Years since seized and entered on the Messuage or Tenement and Premises herein after mentioned to be granted, supposed to have been escheated by the Death of J. W. deceased, as dying without any Heir. *And whereas* the said T. W. Party hereto being returned from beyond the Sea, and making it appear that he was Son and Heir of the said J. W. deceased, The Possession of the said Premises hath been delivered to him; and in lieu of all Rents and Profits received out or from the same by the said Sir S. A. the said Sir J. S. R. O. and A. A. have agreed to convey to the said T. W. the said Messuage or Tenement herein after mentioned to be granted, who hath accepted thereof accordingly. *Now this Indenture witnesseth*, That the said Sir J. S. R. O. and A. A. in Pursuance and full Performance of the said Agreement; and in Consideration also of the Sum of 5 s. of, &c. to them in Hand paid by the said T. W. The Receipt whereof is hereby acknowledged; they the said Sir J. S. R. O. and A. A. *Have* and every and either of them hath granted, bargained and sold, aliened, enfeoffed, released and confirmed; and by these Presents do, and every and either of them doth grant, &c. unto the said T. W. his Heirs and Assigns for ever, *All* that Messuage or Tenement situate, &c. and all that, &c. now in the Possession of, &c. and which he holds for two Lives under the yearly Rent of, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof; and also all the Estate, Right,

Right, Title, Interest, Claim and Demand whatsoever, of them the said Sir J. S. R. O. and A. A. of, in and to the said Premisses, and of, in and to every Part and Parcel thereof. *To have and to hold* the said Messuage or Tenement, Lands and Premisses above-mentioned, with the Appurtenances, unto the said T. W. his Heirs and Assigns, To the only proper Use and Behoof of him the said T. W. his Heirs and Assigns for ever; under the yearly Rent of 6 *d.* And each of them the said Sir J. S. R. O. and A. A. for him and herself severally and apart, and not jointly, and for his and her several Heirs and Assigns doth severally and apart, and not jointly, covenant and grant to and with the said T. W. his Heirs and Assigns, That he the said T. W. his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premisses above-mentioned to be granted, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said said Sir J. S. R. O. and A. A. their Heirs and Assigns, and all and every other Person and Persons whatsoever, claiming or to claim, by, from or under them, or any of them; (except a certain Lease granted to, &c. of Part of the Premisses for 99 Years, determinable on the Deaths of three Persons therein named, (whereof two are living) under the yearly Rent of, &c. which said Rent is intended to pass hereby.) *And further*, That they the said Sir J. S. R. O. and A. A. and their Heirs, and all and every other Person and Persons, and his, her and their Heirs, any Thing

Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under them, (except as is before excepted) shall and will at all Times hereafter at the Request and Costs of the said T. W. his Heirs or Assigns, make, do, and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of the said Premises hereby granted, with the Appurtenances, unto the said T. W. his Heirs and Assigns, To the only proper Use and Behoof of the said T. W. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; and to and for none other Use, Intent or Purpose whatsoever. *And lastly*, They the said Sir J. S. R. O. and A. A. have made, ordained, constituted and appointed, and by these Presents do make, &c. G. W. of, &c. and G. G. of, &c. their true and lawful Attorneys jointly, and either of them severally, for them, and in their Names into the said Messuage or Tenement and Premises, with the Appurtenances, hereby granted or mentioned to be granted, or into any Part thereof, in the Name of the whole to enter and full and peaceable Possession and Seisin thereof, for them and in their Names to take and have, and after such Possession and Seisin so thereof taken and had, the like full and peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the whole unto the said T. W. or to his certain Attorney in that Behalf, to give and deliver: *To hold to him the said T. W. his Heirs and Assigns for ever,*



ever, according to the Purport, true Intent and Meaning of these Presents, ratifying, confirming and allowing all and whatsoever their said Attornies, or either of them shall do in the Premisses. *In Witnes, &c.*

*A Feoffment or Conveyance of a Tenement in Fee-Farm under an yearly Rent, made to a Man and his Heirs, To such Uses as he shall by Deed direct and appoint; with Proviso to distrain for the Rent, &c.*

**T**HIS Indenture made, &c. Between N. W. of, &c. Esq; of the one Part, and T. R. of, &c. of the other Part. *Witnesseth*, That the said N. W. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. R. the Receipt whereof the said N. W. doth hereby confess and acknowledge; and in Consideration also of the Rent and Covenants herein after reserved and contained, He the said N. W. *Hath* granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed; and by these Presents doth fully, freely and absolutely grant, &c. unto the said T. R. (in his actual Possession now being, &c.) and to his Heirs and Assigns for ever; *All* that Tenement, &c. situate, lying and being, &c. And also all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Tenement belonging, or in any wise appertaining, or to or with the same, or with any Part thereof, as Part, Parcel or Member thereof, used or enjoyed; and also the Reversion and Reversions, Remainder and Remainders of the said Premisses above-mentioned,

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ed, and of every Part and Parcel thereof, with the Appurtenances; and all Rents and Services, reserved, due or payable, upon or by any Demise, Lease or Grant, Demises, Leases or Grants, made of the said Premises, or any Part thereof; and also all the Estate, Right, Title, Interest, Possession, Freehold, Property, Claim and Demand whatsoever, of him the said N. W. of, in and to the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the said Premises only, or only any Part thereof. *To have and to hold* the said Tenement and Premises hereby granted and conveyed, or mentioned or intended to be hereby granted and conveyed, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reversions, Remainders and Services thereof unto the said T. R. his Heirs and Assigns in Fee-Farm for ever; To such Uses, Intents and Purposes, as the said T. R. shall by any Deed in Writing under his Hand and Seal, testified by two or more credible Witnesses from Time to Time limit, direct or appoint; and for want of such Limitation, Direction or Appointment, To the only proper Use and Behoof of him the said T. R. and of his Heirs and Assigns for ever, To be holden of the chief Lord and Lords of the Fee and Fees of the Premises, by the Rents and Services therefore due, and of Right accustomed: *Yielding* and paying therefore yearly and every Year unto the said N. W. his Heirs and Assigns, the Rent or Sum of 2 *l.* of *£c.* at and upon the two most usual Feasts or Terms in the Year; (that is to say) The Feast  
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of the Annunciation of the Blessed Virgin Mary; and St. Michael the Archangel, by even and equal Portions. *Provided* always, And if it shall happen, the said yearly Rent of 2*l.* to be behind and unpaid in Part or in the whole by the Space of One and twenty Days, next after either of the said Feasts or Days appointed for Payment thereof; that then and so often it shall and may be lawful to and for the said N. W. his Heirs and Assigns into the said Tenement and Premises above-mentioned, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep until he and they shall be fully paid and satisfied the said yearly Rent, and the Arrearages thereof, (if any shall happen to be) and all Costs and Charges that he or they shall expend thereabout. *And* the said N. W. for himself, his Heirs and Assigns doth covenant and grant to and with the said T. R. his Heirs and Assigns, (That for and notwithstanding any Act, Matter or Thing, by him the said N. W. done or committed to the contrary) he the said N. W. hath good Right, full Power and lawful Authority in his own Right to grant, bargain, sell and convey the said Tenement and Premises above-mentioned, with the Appurtenances, unto the said T. R. his Heirs and Assigns, To the only proper Use and Behoof of the said T. R. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *And also*, That he the said T. R. his Heirs and Assigns shall and may from Time to Time, and at all Times from henceforth, for ever hereafter; by and under the Rent, Con-

ditions and Agreements herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy *All* and singular the said Tenement and Premises above-mentioned, with the Appurtenances, and have, receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Uses, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said N. W. his Heirs and Assigns, and all and every other Person or Persons whatsoever. *And* that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by the said N. W. his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim, by, from or under him, them, or any of them. *And further*, That he the said N. W. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Tenement and Premises above-mentioned, or any Part thereof, by, from or under him or them, shall and will at all Times hereafter upon the reasonable Request, and at the Costs and Charges of him the said T. R. his Heirs or Assigns, make, do and execute, or cause or procure



procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned with the Appurtenances unto the said T.R. his Heirs and Assigns, *To* the only proper Use and Behoof of the said T.R. his Heirs and Assigns for ever, subject to the Rents, Conditions and Agreements herein contained, as by the said T.R. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised and required.

*And lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents; and the true Intent and Meaning hereof also is, and it is hereby so declared, *That* all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, &c. by or between the said Parties to these Presents, or either of them, or by or between them or either of them, and any other Person or Persons of the said Premises, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments; as for and concerning the said Premises above-mentioned, with the Appurtenances, *Shall* be and enure, and shall be adjudged, esteemed and taken *To* be and enure, *To* and for the only proper Use and Behoof of the said T.R. his Heirs and Assigns for ever, subject to the Rents, Conditions and Agreements

ments herein before contained; and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Bargain and Sale of a Messuage, &c. to be inrolled.*

**T**HIS Indenture made, &c. Between A. B. of, &c. of the one Part; and C. D. of, &c. of the other Part. *Witnesseth*, That the said A. B. for and in Consideration of the Sum of 150*l.* of, &c. to him in Hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby acknowledge: He the said A. B. *Hatb* granted, bargained and sold, aliened and confirmed, and by these Presents doth grant, &c. unto the said C. D. his Heirs and Assigns for ever, *All* that Messuage or Tenement, commonly called or known by the Name of, &c. situate, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the said Premisses, and every Part and Parcel thereof: *To have and to hold* the said Messuage or Tenement, Lands, Hereditaments and Premisses above-mentioned, and

and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, To the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. And the said A.B. for him and his Heirs, the said Messuage or Tenement, and Premises, and every Part thereof, against him and his Heirs, and against all and every other Persons and Persons whatsoever, to the said C. D. his Heirs and Assigns, shall and will warrant and for ever defend by these Presents. *In Witness, &c.*

*A Bargain and Sale of a Messuage and divers Lands, from three Persons, one a Widow and Relict, another an Heir of a Person deceased, and a Mortgagee; made to a Purchaser, with Exceptions of Incumbrances, &c.*

**T**HIS Indenture Tripartite, made, &c. Between M. S. Widow, Relict and late Wife of W. S. late of, &c. deceased, and R. S. of, &c. Brother and Heir of T. S. deceased, (who was eldest Son and Heir of the said W. S. and of the said M.) of the first Part; J. E. of, &c. Son and Heir of Sir G. E. Knt. deceased, of the second Part; and W. B. of, &c. of the third Part. *Witnesseth*, That the said M. S. and R. S. for and in Consideration of the Sum of 1400 l. of, &c. to them in Hand paid by the said W. B. the Receipt whereof the said M. S. and R. S. do hereby confess and acknowledge: And the said J. E. in Consideration of the Sum of 300 l. of, &c. to him in Hand also paid by the said W. B. the Receipt whereof he doth hereby likewise acknowledge; And for divers other good Causes and Considerations, they the said M. S. R. S. and J. E. in this Behalf especially moving, *Have*, and every and

either of them hath granted, bargained and sold, aliened and confirmed, and by these Presents do, and every and either of them doth grant, &c. unto the said W. B. his Heirs and Assigns for ever, *All* that Messuage or Tenement, commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof, situate, lying and being in, &c. aforesaid: And also all those three Closes, or Pieces or Parcels of Land, with the Appurtenances, called, &c. containing by Estimation, &c. And also all that Piece or Parcel of Pasture Ground called, &c. And all that Piece of Coppice-Wood, or Wood-Ground, with the Appurtenances, called, &c. situate, lying and being in, &c. in the Possession of, &c. And also all and singular Houses, Out-houses, Edifices, Buildings, Gardens, Orchards, Backsides, Commons, Ways, Paths, Waters, Water-courses, Royalties, Woods, Underwoods and Trees, Profits, Commodities, Emoluments and Hereditaments whatsoever to the said Premises, or any Part thereof belonging, or in any wise appertaining: And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever



ever of them the said M. S. R.S. and J. E. or any or either of them, situate, lying and being in, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said M. S. R.S. and J.E. of, in and to, all and singular the said Premises above-mentioned, and of, in and to, every Part and Parcel there, with the Appurtenances: *To have and to hold* all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said W. B. his Heirs and Assigns, *To the only proper Use and behoof* of the said W.B. his Heirs and Assigns for ever. *And* each of them the said M. S. and R.S. for him and herself severally and apart, and not jointly, and for his and her several Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said W.B. his Heirs and Assigns, That he the said W. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said M. S. and R.S. or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons whatsoever claiming, or to claim, by, from or under them,  
or

or either of them, or by, from or under the said W. S. and T. S. deceased, or either of them: (Except as in one Indenture of Release, bearing even Date with these Presents, and made between the Parties hereunto, is mentioned to be excepted.) And the said J. E. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. B. his Heirs and Assigns, That he the said W. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. E. his Heirs and Assigns, and of all and every other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them, or by, from or under the said Sir G. E. deceased. *In Witness, &c.*

[The preceding *Bargain and Sale* belongs to the *Release or Conveyance*, Page 41, &c.]

*A Bargain and Sale of several Manors by two Persons, in Consideration of a Sum of Money paid to one; and that the other is paid all Monies due to her out of the Estate; and in Part of Performance of Covenants between them, made to a Purchaser, &c.*

**T**HIS Indenture Tripartite, made, &c. Between F. H. of, &c. Esq; of the first Part; P. C. Widow, (late Wife and Relict of V. C. late of, &c. Esq; deceased) of the second Part; and W. L. of, &c. Esq; of the third Part: *Witnesseth,*

*neseth*, That the said F. H. for and in Consideration of the Sum of 5000 *l.* of, &c. to him in Hand paid by the said W. L. the Receipt whereof the said F. H. doth hereby confess and acknowledge: And the said P. C. in Consideration that she is fully satisfied all Monies due to her out of the Estate of her late Husband V. C. deceased; and in Pursuance and Part of Performance of certain Covenants by her entered into to the said F. H. And in Consideration also of the Sum of 5 *s.* of like, &c. to her in Hand paid by the said W. L. the Receipt whereof she doth hereby acknowledge: He the said F. H. and the said P. C. by his Direction and Appointment, *Have*, and either of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and either of them doth grant, &c. unto the said W. L. his Heirs and Assigns for ever, *All* those the Manors and Lordships of, &c. with the Rights, Royalties, Members and Appurtenances of them, or either of them, in the said County of, &c. An all and singular Messuages, Farms, Cottages, Lands, Tenements, Houses, Edifices, Buildings, Orchards, Gardens, Meadows, Pastures, Feedings, Woods, Commons, Rents, Services, Courts Leet, Courts Baron, Views of Frankpledge, Franchises, Liberties, Profits, Commodities, Advantages and Hereditaments whatsoever to the said Manors and Lordships, or either of them belonging, or in any wise appertaining, or accepted, reputed or taken, as Part, Parcel, or Member of them, or either of them, or therewith or with either of them used, held, occupied or enjoyed; and also all those 16 Acres of Arable Land lying in, &c. and 4 Acres of Meadow Ground lying in,

in, &c. formerly purchased by the said V. C. of and from J. G. Gent. And also all that, &c. And all and singular other the Manors, Messuages, Farms, Lands, Tenements, Commons, Meadows, Pastures, Closes, Feedings, Grounds, Woods and Hereditaments of them the said F. H. and P. C. or either of them, lying and being in, &c. (Except all that Tenement called, &c. lately sold by the said V. C. and F. H. to, &c. and his Heirs.) And the Reversion and Reversion, Remainder and Remainders, Rents and Services, of all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said F. H. and P. C. of, in and to the same Manors and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, (except before excepted) unto the said W. L. his Heirs and Assigns, *To the only proper Use and Behoof* of the said W. L. his Heirs and Assigns for ever. *And the said F. H. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. L. his Heirs and Assigns, That he the said W. L. his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Manor and Premises above-mentioned, and every Part and Parcel thereof,*  
with



with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said F. H. his Heirs or Assigns, and of all and every other Person or Persons whatsoever claiming, or to claim, by, from or under him, or by, from or under V. C. deceased. [*Add, A Covenant for peaceable Enjoyment from P. C. to W. L.*] *In Witness,* &c.

*A Bargain and Sale of Lands, in Consideration of Money paid by an Account, and the Ballance of the said Account; and also of Money left in the Purchaser's Hands, as a Security against an Annuity; made to strengthen a Conveyance by Lease and Release, &c.*

**T**HIS Indenture made, &c. Between H. H. of, &c. Esq; and K. his Wife, of the one Part; and T. B. of, &c. Esq; of the other Part. *Witnesseth,* That for and in Consideration of the several Sums mentioned to be paid, and paid by the said T. B. to or by the Order and Direction of the said H. H. in an Account signed by the said H. H. annexed to a certain Deed indented, bearing equal Date with these Presents, and made or mentioned to be made between the said H. H. and K. his Wife, of the one Part, and the said T. B. of the other Part; and in Consideration of the Sum of, &c. due upon the Ballance of the said Account to the said H. H. and of 5*s.* of like, &c. to the said K. H. in Hand paid by the said T. B. at and before the sealing and delivery of these Presents; the Receipt whereof the said H. H. and K. H. do hereby severally acknowledge; and in Consideration also of the further Sum of  
500*l.*

500*l.* which by the said Deed indented is agreed to be and remain in the Hands of the said T.B. his Heirs, Executors and Administrators, for his and their Security against one Rent-Charge or Annuity of 50*l. per Annum*, payable out of the Capital Messuage or Farm, Lands and Premisses herein after mentioned, unto E. J. of, &c. for the Term of her natural Life: Which said Sum of 500*l.* with Interest for the same after the Rate of 5*l. per Cent. per Annum*, or so much thereof as shall be due and remaining in his or their Hands at the Time of the Death of the said, &c. is to be paid by the said T.B. his Heirs, Executors and Administrators, unto the said H. H. his Executors, Administrators and Assigns, according to the true Intent and Meaning of the same Indenture; (and which said Sums mentioned to be paid and paid by the said T. B. in the said Account; and the said Sums of, &c. and 500*l.* are the same Sums mentioned to be the Consideration of the said Deed indented.) He the said H.H. and K. his Wife, *Have* granted, bargained and sold, and by these Presents do grant, &c. unto the said T. B. and to his Heirs and Assigns, *All* that Capital Messuage or Farm called or known by the Name of, &c. situate, lying and being in the Parish of, &c. And all and every the Edifices, Houses, Buildings, Gardens, Orchards, Lands, Tenements and Hereditaments thereunto belonging, or in any wise appertaining, with their and every of their Appurtenances, as the same was lately held and enjoyed by, &c. his Under-Tenants or Assigns: And also all that Water Grift-Mill called, &c. with the Water-courfe, Garden, and all other the Rights, Members and Appurtenances thereof,

of, or thereunto belonging, or therewithal used, now or late in the Tenure or Occupation of, &c. his Under-Tenant or Under-Tenants: And also all that, &c. now or late in the Tenure or Occupation of, &c. All which said last mentioned Premisses are situate, lying and being in, &c. aforesaid: And the Reversion and Reversions, Remainder and Remainders, and all yearly and other Rents, Profits and Services, of all and singular the said Premisses, and of every Part and Parcel thereof, with their and every of their Appurtenances: And all the Estate, Right, Title, Interest, Use, Possession, Claim and Demand whatsoever of him the said H. H. of, in or to the said Capital Messuage or Farm, Lands and Premisses, and of, in and to every or any Part or Parcel thereof, with the Appurtenances: *To have and to hold* the said Capital Messuage or Farm, Lands, Tenements, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. B. his Heirs and Assigns, *To* the only proper Use and Behoof of the said T. B. his Heirs and Assigns for ever. *In Witness, &c.*

*A Bargain and Sale made in Pursuance of Covenants for future Assurance, &c.*

**T**HIS Indenture made, &c. *Between* H. F. of, &c. of the one Part; and A. G. of, &c. of the other Part: *Witnesseth*, That the said H. F. for and in Consideration of the Sum of, &c. to him in Hand paid by the said A. G. the Receipt whereof the said H. F. doth hereby confess and acknowledge; which said Sum of, &c. is the same Sum mentioned to be the  
Confi-

Consideration of one Indenture of Release, bearing even Date herewith, and made between the Parties hereunto: And in Pursuance and Part of Performance of certain Covenants for future Assurance of the Messuage or Tenement, and Premisses, herein after mentioned, in the said Indenture of Release entred into by the said H. F. to the said A. G. He the said H. F. *Haith* granted, bargained and sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said A. G. his Heirs and Assigns for ever, *All* that Messuage or Tenement, &c. situate, lying and being in, &c. And also all Houses, &c. And the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premisses, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said H. F. of, in and to the same Premisses; and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* the said Messuage or Tenement, Lands and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said A. G. his Heirs and Assigns, *To* the only proper Use and Behoof of the said A. G. his Heirs and Assigns for ever. *And* the said H. F. for himself, his Heirs and Assigns, doth covenant and grant to and with the said A. G. his Heirs and Assigns, That he the said A. G. his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances,



purtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said H. F. his Heirs or Assigns, and of all and every other Person or Persons whatsoever: (Except as in and by the said Indenture of Release is mentioned to be excepted.)

*And further,* That he the said H. F. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage and Premises above-mentioned, or any Part thereof, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said A. G. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the yet further, better, and more perfect granting, conveying and assuring, of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said A. G. his Heirs and Assigns, To the only proper Use and Behoof of the said A. G. his Heirs and Assigns for ever; as by the said A. G. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, and advised and required. *In Witness, &c.*

*Indentures to lead Uses of Fines and Recoveries.*

*An Indenture to lead the Use of a Fine, on a Purchase.*

**T**HIS Indenture made, &c. Between C. J. of, &c. and A. his Wife, of the one Part; and J. G. of, &c. of the other Part. *Witnesseth*, That for and in Consideration of the Sum of, &c. to the said C. J. and A. his Wife in Hand paid by the said J. G. the Receipt whereof they do hereby acknowledge: And for divers other good Causes and Considerations, he the said C. J. *Haib* covenanted and granted, and by these Presents doth covenant and grant to and with the said J. G. his Heirs and Assigns, That he the said C. J. and A. his Wife, shall and will on this Side, and before the End of *Easter* Term next coming, before the King's Majesty's Justices of his Court of *Common Pleas* at *Westminster*, in due Form of Law levy and acknowledge unto the said J. G. and his Heirs, one Fine *Sur Conuzance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided of, *All* that Messuage or Tenement, with the Appurtenances, formerly in the Possession of, &c. situate, lying and being in, &c. And also of those two Acres of Arable Land lying, &c. heretofore in the Tenure of the said, &c. with all and singular its Appurtenances: All which said Premises the said, &c. formerly purchased of,

of, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Manner and Form, as by the said J. G. or his Counsel learned in the Law shall be reasonably devised, or advised and required. *Which* said Fine so to be had and levied in Manner aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Premises, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons, as for and concerning all and singular the said Premises above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, To and for the only proper Use and Behoof of the said J. G. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*An Indenture to lead the Uses of a Fine of a Manor and Lands, to be levied by the Husband by way of Settlement on the Husband and Wife for their Lives, with Power to grant Leases or Copies for Lives; and after the Decease of the Survivor of them, to the Use of the right Heirs of the Husband, &c.*

**T**HIS Indenture made, &c. Between Sir J. S. of, &c. Bart. and Dame E. his Wife, (one of

of the Daughters of Sir S. A. late of, &c. and of Dame E. his Wife also deceased) of the one Part; and W. E. of, &c. Esq; of the other Part: *Witnesseth*, That the said Sir J. S. and Dame E. his Wife, for the settling and assuring of the Manors, Lands, Tenements and Hereditaments herein after mentioned, to the several Uses, Intents and Purposes herein after declared, limited and appointed; and for divers other good Causes and Considerations, he the said Sir J. S. *Haib* covenanted and granted, and by these Presents doth for himself, his Heirs and Assigns, covenant and grant to and with the said W. E. his Heirs and Assigns; and the said Dame E. Wife of the said Sir J. S. doth hereby consent and agree, That they the said Sir J. S. and Dame E. his Wife, shall and will before the End of *Trinity* Term next ensuing, acknowledge and levy in due Form of Law, before His Majesty's Justices of the Court of *Common-Pleas* at *Westminster*, unto the said W. E. his Heirs and Assigns, one *Fine Cur Conusance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* that their Manor of, &c. And also of all that, &c. situate, lying and being, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Manors and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, by the Names of 30 Messuages, 50 Cottages, 4 Water-Mills, 1000 Acres of Land, 500 Acres of Meadow, 400 Acres of Pasture, 50 Acres of Wood, 100 Acres of Furze and Heath, and 25 *l.* Rent and Common of Pasture, with the Appurtenances,



in, &c. aforesaid. And it is hereby agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine so as aforesaid, or in any other Manner to be levied of the said Manors and Premisses, or any Part thereof, and also all and every other Fine and Fines already had and levied, or to be had and levied of the same Premisses, or any Part thereof, either alone by itself, or jointly with any other Manors, Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons, as for and concerning the said Manors and Premisses above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, and the said W. E. and his Heirs, and all and every other Person and Persons, and his and their Heirs, now standing and being seized, or which at the perfecting of the said Fine, shall stand or be seized of the said Manors and Premisses, or any Part thereof, shall at all Times thenceafter stand and be seized thereof, and of every Part and Parcel thereof, with the Appurtenances, to and for the several Uses, Intents and Purposes herein after limited, expressed and declared; (that is to say) As for and concerning the said Manor of, &c. with the Rights, Members and Appurtenances thereof, and all and singular the Messuages, Farms, Cottages, Lands, Tenements, Commons, Wastes, Waste-Grounds, Moors, Marshes, Coal-pits, Coal-mines, and Veins of Coal, Courts, Profits and Perquisites of Courts, Rents, Royalties, Fishings and Hereditaments whatsoever

foever to the same Manor belonging, or in any wife appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof, To the Use and Behoof of the said Sir J. S. and Dame E. his Wife, for and during the Term of their natural Lives, and the Life of the longest Liver of them, without Impeachment of or for any Manner of Waste: And with full Power, Liberty and Authority for the said Sir J. S. alone during his Life; and after his Death, for the said Dame E. alone during her Life, to make and grant any Lease or Leases, Grant or Grants, by Copy of Court-Roll, for One, Two, Three, Four or Five Life or Lives in Possession or Reversion, of any Lands or Tenements, Parcel of the said Manor, which have been usually so granted; *Provided* that there shall be no more than five Lives at any one Time in Being on the said Premisses, or any Part thereof, and so as the usual Rents, Heriots and Services, or more, shall be reserved on such Leases and Copies respectively: And from and after the Deceases of the said Sir J. S. and Dame E. his Wife, and the Survivor of them, *Then* to the Use and Behoof of the right Heirs of the said Sir J. S. for ever. *And as for and concerning* the Manor of, &c. and all and singular other the Messuages, Farms, Cottages, Lands, Tenements, Rents and Hereditaments whatsoever, whereof the said Fine shall be so levied, and whereof no Use is herein before declared, To the only proper Use and Behoof of the said Sir J. S. his Heirs and Assigns for ever; and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*Special*

*Special Uses of a Fine declared, (viz.) To the Use of a Man and his Wife for their Lives; and after their Deceases, To the Heirs of the Survivor of them; with Power to make Leases for 1000 Years, under a Pepper-Corn Rent, or for Lives, under what Rent they shall think fit; and Proviso to revoke the Uses, and charge the Premises with any Sum of Money, or Annuity, &c. And then the Premises to remain to such Uses, and for the Payment of such Sums, Annuities, &c. as the Conusor shall further limit and appoint.*

**A**ND it is hereby agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine so as aforesaid, or in any other Manner to be levied of the said Messuages, Lands and Premises, or any Part thereof, and all and every other Fine and Fines already had and levied, or to be had and levied of the same Premises, or any Part thereof, either alone by itself, or jointly with any other Messuages, Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons, as for and concerning the said Messuages, Lands and Premises above-mentioned, with the Appurtenances; *Shall* be and enure, and shall be adjudged, esteemed and taken, To be and enure, and the said W. E. and W. C. and their Heirs, and all and every other Person and Persons, and his and their Heirs now standing and being seized, or which at the perfecting of the said Fine shall stand or be seized

of the said Messuages, Lands and Premisses, or any Part thereof, shall at all Times thenceafter stand and be seized thereof, and of every Part and Parcel thereof, with the Appurtenances, *To* and for the several Uses, Intents and Purposes herein after limited, expressed and declared; (that is to say) As for and concerning one full Moiety, or half Part of the said Messuages, Lands, Tenements and Premisses above-mentioned, with the Appurtenances, *To* the Use and Behoof of them the said J. W. and E. his Wife, for and during the Term of their natural Lives, and the Life of the longest liver of them; and from and after the Decease of the Survivor of them, *Then* to the only proper Use and Benefit of the Right Heirs of the Survivor of them the said J. W. and E. his Wife for ever. *Provided* always, and it is hereby declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for them the said J. W. and E. his Wife during their joint Lives, and for the Survivor of them, by any Writing or Writings under both their Hands and Seals, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Moiety of the said Premisses above-limited in Use to them as aforesaid, with the Appurtenances, or any Part thereof, *To* any Person or Persons, either for any Term or Number of Years absolute, not exceeding 1000 Years, without Impeachment of Waste, under the Rent of a Pepper-Corn, or any other Rent: Or for One, Two or Three Life or Lives, or for any Term or Number of Years, determinable on One, Two or Three Life or Lives in Possession or Reversion,



tion, and under such Rent or Rents as they shall think fit; and that the said Fine so agreed to be levied as foresaid, as to the said Moiety of the said Premisses limited to the said J. W. and E. his Wife, shall be and enure for the corroborating and making good such Lease and Leases respectively; any Thing herein contained to the contrary notwithstanding. *Provided also*, And it is hereby further agreed by and between the said Parties to these Presents, and hereby so declared, That if the said J. W. and E. his Wife shall be minded, purposed or determined to revoke and make void all and every, or any, the Use and Uses, Estate and Estates, Intents or Purposes above-mentioned; or to charge the said Moiety of the said Premisses so limited in Use to them as aforesaid, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent-Charges, or otherwise, and the same their Minds and Purposes shall declare in and by any Writing or Writings, by each of them to be signed and sealed in the Presence of two or more credible Witnesses, to revoke, alter and make void any Use or Uses, Intents and Purposes in and by these Presents limited, or to charge the said Moiety of the said Premisses, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent-Charges, or otherwise: That then, and from thenceforth, all and every, or any such of the said Use and Uses, Estate and Estates, Intents and Purposes, so declared to be made void, shall from thenceforth cease, determine, and be utterly void, frustrate, and of none Effect; and that then, and from thenceforth, the said Moiety of the said Messuages, Lands and Premisses above-mentioned,

mentioned, shall be and remain, and that then all and every Person and Persons seized, or which at any Time thence-after shall be seized of the said Moiety of the said Premisses above-mentioned, shall thereof, and of every Part thereof, stand and be seized, To the Use and Behoof of such Person and Persons, and to and for such Use and Uses, and to and for the Payment of such Sum and Sums of Money, Annuities, Rent-Charges, and other Things, as they the said J. W. and E. his Wife, by any such Writing or Writings, by each of them, to be duly executed as aforesaid, shall limit, appoint, declare or charge the said Premisses, or any Part thereof, withal.

*An Indenture for acknowledging a Fine of a Rent.*

**T**HIS Indenture made, &c. Between W. G. of, &c. Esq; and E. his Wife of the one Part; and R. S. of, &c. of the other Part. *Witnesseth*, That it is covenanted and agreed by and between the said Parties to these Presents; and the said W. G. for himself, his Heirs and Assigns, doth covenant and grant to and with the said R. S. his Heirs and Assigns; and the said E. Wife of the said W. G. doth hereby agree, That they the said W. G. and E. his Wife, shall and will before the End of *Michaelmas* Term next coming, at the Costs and Charges in the Law of the said R. S. acknowledge and levy, in due Form of Law, before the King's Majesties Justices of the Court of *Common Pleas* at *Westminster*, unto the said R. S. his Heirs and Assigns, one or more Fine or Fines, with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and

and provided, of *All* that yearly Rent of 10 l. issuing out of one Messuage or Tenement, &c. situate, &c. in the Possession of, &c. payable at the Feasts of the Annunciation of the blessed Virgin *Mary*, and St. *Michael* the Archangel, by equal Portions; and by the same Fine and Fines shall acknowledge the said yearly Rent to be the Right of the said R. S. and the same Rent by the said Fine or Fines shall remise and quit Claim for them the said W. G. and E. his Wife, and their Heirs, To the said R. S. and his Heirs for ever: And also the said W. G. and E. his Wife shall by the said Fine and Fines grant for them, and the Heirs of the said W. That they shall warrant to the said R. S. and his Heirs, the said Rent against them the said W. G. and E. and the Heirs of the said W. for ever, as by the Counsel of the said R. S. learned in the Law shall be reasonably devised or advised. *And* it is hereby declared and agreed by and between the said Parties to these Presents, That the said Fine, so as aforesaid, or in any other Manner, to be levied of the said yearly Rent above-mentioned; and all and every other Fine and Fines already had and levied, or to be had, levied and acknowledged of the said Rent, or any Part thereof, *Shall* be and enure, and shall be esteemed and taken, to be and enure; and the said R. S. and his Heirs, and all and every other Person and Persons, and his and their Heirs now standing and being seized, or which at the Time of perfecting the said Fine shall stand or be seized of the said yearly Rent and Premises, or any Part thereof, shall at all Times thence-after stand and be seized thereof, and of every Part thereof, with the Appurtenances,

purtenances, To the only proper Use and Benefe of the said R. S. his Heirs and Assigns for ever; and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Deed to make a Tenant to the Precipe, to suffer a Common Recovery.*

**T**HIS Indenture made, &c. Between W. B. of, &c. and E. B. (eldest Son and Heir of the said W. by D. late Wife of the said W. B. deceased) of the one Part; and J. Y. of, &c. of the other Part: *Witnesseth*, That the said W. B. and E. B. for and in Consideration of the Sum of 10 s. of, &c. to them in Hand paid by the said J. Y. the Receipt whereof they do hereby acknowledge, They the said W. B. and E. B. *Have*, and either of them hath granted, bargained, sold, aliened, released and confirmed; and by these Presents do and either of them doth fully, freely and absolutely grant, &c. unto the said J. Y. his Heirs and Assigns, *All* that the Capital Messuage or Farm, and the Gardens, Orchards, Backsides, Barns, Stables, Stalls and Out-houses thereunto belonging, commonly called or known by the Name of, &c. situate, lying and being in, &c. and all that one Close of Arable Land called, &c. containing, &c. and also, &c. And all Ways, Waters, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever, to the same Premisses, and to every or any of them belonging or in any wise appertaining, or therewithal now, or at any Time heretofore, held, used, occupied or enjoyed, reputed, deemed, or taken as Part, Parcel or Member thereof, all which said Premisses



misses are situate, lying and being within the several Parishes of, &c. aforesaid in the said County of, &c. and now are in the Tenure of the said W. B. his Tenants or Assigns; and also all other the Messuages, Lands, Tenements and Hereditaments whatsoever, of them the said W. B. and E. B. or either of them, situate and being in the said Parishes of, &c. or either of them; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said W. B. and E. B. of, in and to all and singular the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* the said Capital Messuage, Farm, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. Y. his Heirs and Assigns, *To the only proper Use and Behoof* of the said J. Y. his Heirs and Assigns for ever; *To the Intent and Purpose* only that he may be made a perfect Tenant of the Freehold of the said Premises, for a *Precipe* to be brought against him, whereupon a common Recovery may be had and suffered of the same Premises, according to the usual Course of common Recoveries, for docking and cutting off Estates Tail in such Cases. *In Witness, &c.*

*A Deed*

*A Deed to make a Tenant of the Freehold, and suffer a common Recovery; the Uses whereof are declared, &c.*

**T**HIS Indenture Tripartite, made, &c. Between W. B. of, &c. of the first Part; J. Y. of, &c. of the second Part; and W. E. of, &c. of the third Part. *Witnesseth*, That the said W. B. for and in Consideration of the Sum of 10*s.* of, &c. to him in Hand paid by the said J. Y. the Receipt whereof he doth hereby acknowledge: He the said W. B. *Haib* granted, bargained, sold and confirmed, and by these Presents doth grant, &c. unto the said J. Y. his Heirs and Assigns; *All* that Messuage or Tenement erected and built by R. J. late Citizen and Grocer of *London* deceased, situate and being in, &c. as the same adjoineth to a new built Brick Messuage now or late, of, &c. on the *East* or *Easterly* Part thereof, and adjoineth to, &c. on the *West* or *Westerly* Part thereof, which said Messuage or Tenement herein mentioned to be granted, now is, or lately was called or known by the Name or Sign of, &c. and was once in the Tenure or Occupation of, &c. and was built and erected by, &c. upon a Toft or Piece of Ground that was conveyed or mentioned to be conveyed to the said, &c. and his Heirs by, &c. and which by good Conveyances and Assurances in the Law, was since conveyed to the said W. B. his Heirs and Assigns; and all and singular the Edifices, Buildings, Rooms, Chambers, Shops, Cellars, Solars, Lights, Easements, Ways, Waters, Water-courses, Emoluments, and other Advantages, Hereditaments and Appurtenances whatsoever,

soever, to the said Messuage or Tenement before-mentioned to be hereby granted, or to any Part or Parcel thereof, in any wise belonging or appertaining, or to or with the same, or any Part or Parcel thereof, now or heretofore, used, held, letten, set, occupied or accepted, reputed, taken or known, as Part, Parcel or Member thereof, or as belonging thereunto; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premisses, and of every Part thereof; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said W. B. of, in and to the same Messuage, Tenement and Premisses above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* all and singular the said Messuage, Tenement and Premisses above-mentioned to be granted, and every Part and Parcel thereof, with the Appurtenances, unto the said J. Y. his Heirs and Assigns for ever; *To the Intent* to make him perfect Tenant of the Freehold of the said Premisses: And to this further Intent and Purpose that the said J. Y. shall and will before the End of *Easter* Term next coming, permit and suffer the said W. E. to sue forth and prosecute one Writ of Entry, *Sur Disseisin in le Post*, returnable before his Majesty's Justices of his Court of *Common Pleas* at *Westminster*, thereby demanding against the said J. Y. the said Messuage, Tenement and Premisses hereby before-mentioned to be granted, by such convenient Names and Descriptions, as in that Behalf shall be thought fit and convenient; unto and upon which said Writ of Entry so to be brought the said J. Y. shall appear, and  
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vouch to Warranty the said W.B. who shall also appear in Person, and enter into the said Warranty and vouch over the common Vouchee, who shall likewise appear and imparle, and afterwards make Default, To the End one perfect common Recovery shall and may be had, and suffered of the said Messuage, Tenement and Premises above-mentioned, according to the usual Form of common Recoveries for Assurance of Lands, in such Cases used and accustomed; and the same Recovery shall be also executed by one Writ of *Habere facias Seisinam* accordingly. And it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and hereby so declared, That the said Recovery so as aforesaid, or in any other Manner, to be had and suffered, and all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances, already had, made, levied, suffered, executed or acknowledged; or at any Time hereafter to be had, &c. of the said Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any of them, and any other Person and Persons whatsoever; as for and concerning all and singular the said Messuage, Tenement and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenance, *Shall be* and enure, and shall be adjudged, esteemed and taken, to be and enure, To the only proper Use and Behoof the said W.B. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Deed*



*A Deed to lead the Uses of two Recoveries, made by way of Lease and Release.*

**T**HIS Indenture Tripartite, made, &c. Between J. D. of, &c. of the first Part; J. Y. of, &c. and R. L. of, &c. of the second Part; and T. R. and J. J. both of, &c. of the third Part. *Witnesseth*, That the said J. D. for the docking, barring and cutting of all Estates-Tail and Remainders in Tail of and in the Messuages, Tenements, Lands and Hereditaments, herein after mentioned; and for the settling and assuring of the same to and for the Uses, Intents and Purposes herein-after limited, expressed and declared, and in Consideration of 5*s.* in Money to him in Hand paid by the said J. Y. and R. L. the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him the said J. D. in this Behalf moving, *Hath* granted, bargained and sold, released and confirmed, and by these Presents doth grant, &c. unto the said J. Y. and R. L. (in their actual Possession now being of the Messuages, Clofes, Lands and Hereditaments herein after mentioned, by Virtue of a Bargain and Sale to them thereof made for one whole Year by Indenture, bearing Date the Day next before the Day of the Date hereof; and by Force of the Statute for transferring of Uses into Possession) and to their Heirs and Assigns for ever, *All* that Messuage, &c. and all Ways, &c. and the Rents, Reversions, Remainders and Services thereof, or incident thereunto. *To have and to hold* the said Messuages, Tenements, Lands and Premises hereby granted and released, or mentioned or intended

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tended to be hereby granted and released, and every Part and Parcel thereof, with their Appurtenances unto the said J. Y. and R. L. and their Heirs for ever, to and for the only proper Use and Behoof of the said J. Y. and R. L. and their Heirs for ever more; To the only Intent and Purpose that the said J. Y. and R. L. shall and may become perfect Tenants of the Freehold of the said Messuages, Lands and Premisses, and shall and may stand and be seised thereof until two good and perfect common Recoveries, with double Vouchers over may be duly had, suffered and executed, of and for the said Messuages, Tenements, Lands and Premisses, according to the usual Course of common Recoveries for the Assurance of Lands and Tenements in such Cases used and accustomed: And thereupon it is covenanted, concluded, and fully agreed by and between all the said Parties to these Presents, for themselves and every of them, their and every of their Heirs by these Presents, in Manner following; (that is to say) That the said J. Y. and R. L. shall and will before the End of *Michaelmas* Term next coming, permit and suffer the said T. R. and J. J. to sue forth and prosecute against them the said J. Y. and R. L. two several Writs of Entry, *Sur Disseisin en le Post* returnable before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, thereby demanding against the said J. Y. and R. L. the said several Messuages, Tenements, Lands, Hereditaments and Premisses herein before mentioned, by such apt Name and Names, Number of Acres, Quantities, Qualities, Terms and Descriptions in the said Writs to be contained, and in such Manner and Form as by

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Counsel learned in the Law shall be advised; unto and upon each of which said Writs of Entry so to be prosecuted and sued forth the said J. Y. and R. L. shall appear *gratis*, and vouch to Warranty the said J. D. which said J. D. shall appear either in Person or by Attorney lawfully authorized, and enter into Warranty, and after his Entry into Warranty, shall vouch to Warranty the common Vouchee, who shall likewise appear and imparle, and afterwards make Default, and depart in Contempt of the Court, so that Judgment may be thereupon had and given for the said T. R. and J. J. to recover the said several Messuages or Tenements, Closes, Lands, Hereditaments and Premises against the said J. Y. and R. L. and for the said J. Y. and R. L. to recover in Value against the said J. D. and for the said J. D. to recover in Value against the common Vouchee; To the End two good and perfect common Recoveries, with double Vouchers may be thereupon had and suffered, and all and every other Thing be done and perfected, needful and convenient for the having and suffering the same Recoveries, according to the usual Course of common Recoveries, for the Assurance of Lands and Tenements in such Cases used and accustomed; And the same Recoveries are also to be executed by one or more Writ or Writs of *Habere fucias Seisinam* accordingly. And it is hereby further covenanted, concluded and agreed by and between all and every the said Parties to these Presents, for themselves and every of them, their and every of their Heirs; That the said two several Recoveries so as aforesaid, or in any other Manner to be had and suffered of the said several Messuages or Tenements,

ments, Closes, Lands, Hereditaments and Premises above mentioned, *shall* be and enure, and shall be adjudged, esteemed and taken, and is meant and intended, and by all the said Parties to these Presents is hereby declared *To* be and enure, and the said T. R. and J. J. and their Heirs, from and immediately after the suffering of the same, shall stand and be seised of all and singular the said several Messuages or Tenements, Closes, Lands and Hereditaments, intended to be comprized in the said Recoveries, or either of them, and every Part and Parcel thereof, with the Appurtenances, *To* and for the only proper Use and Behoof of the said J. D. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*Another Deed to suffer a Recovery, and declaring the Uses thereof, by Lease and Release.*

**T**HIS Indenture Quinquepartite, made, &c. *Between* the Right Hon. J. Earl of S. of the first Part; Sir W. B. of, &c. Baronet, and E. S. of, &c. Gent. (Trustees appointed by a late Act of Parliament, entituled, *An Act for better securing the Portions, Debts, and Legacies, given and owing by J. late Earl of S.*) of the second Part; B. D. of, &c. Gent. of the third Part; G. T. of, &c. Esq; of the fourth Part; and J. S. of, &c. Esq; of the fifth Part. *Witnesseth*, That for the barring of all Estates-Tail and Reversions, and Remainders thereupon expectant of and in the Messuage, Lands, Tenements, and Hereditaments herein after-mentioned; and for settling the same *To* and for the Uses, Intents and Purposes herein after expressed, and for



for and in Consideration of the Sum of 10s. of, &c. to the said J. Earl of S. Sir W. B. E. S. and B. D. in Hand paid by the said J. S. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations them the said J. Earl of S. Sir W. B. E. S. and B. D. thereunto especially moving; They the said J. Earl of S. Sir W. B. E. B. and B. D. *Have*, and each and every of them hath bargained, sold, aliened, released, and confirmed, and by these Presents do, and each and every of them doth bargain, &c. unto the said J. S. his Heirs and Assigns, *All* that Messuage or Tenement, called, &c. lying and being, &c. together with all Houses, &c. *And* also all that, &c. now or late in the Tenure or Occupation of, &c. together with all Liberties, Franchises, Services, Profits, Commodities and Appurtenances whatsoever, to the said Messuage, Lands, Hereditaments and Premises any ways belonging or appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Messuage, Lands, Hereditaments and Premises, and every Part and Parcel thereof; (all which said Messuage, Lands, Hereditaments and Premises, are now in the actual Possession of the said J. S. by Virtue of a Bargain and Sale, &c.) and all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, of them the said J. Earl of S. Sir W. B. E. S. and B. D. and of each and every of them, of, in and to the said Messuage, Lands, Hereditaments and Premises, and every Part and Parcel thereof. *To have and to hold* the said Messuage, Lands, Hereditaments,

taments, and all and singular the Premisses  
 mentioned to be hereby releas'd and confirm-  
 ed, and every Part and Parcel thereof, with  
 their and every of their Appurtenances, unto  
 the said J. S. his Heirs and Assigns, to the Use  
 and Behoof of the said J. S. his Heirs and As-  
 signs for ever, *To* the Intent and Purpose only  
 that he the said J. S. may become a perfect  
 Tenant of the Freehold of the said Premisses;  
*To* the End that one or more common Reco-  
 very or Recoveries may be thereof had and  
 suffered, and in such Manner as is herein after  
 expressed: For which Purpose it is hereby  
 declared and agreed by and between all the said  
 Parties to these Presents, That it shall and may  
 be lawful to and for the said G. T. at the  
 Costs and Charges in the Law of the said J.  
 Earl of S. before the End of this present *Michaelmas*  
 Term to sue forth and prosecute out  
 of his Majesty's High Court of *Chancery*; one  
 or more Writ or Writs of Entry, *Sur Disseisin*  
*en le Post* returnable before the Justices of the  
 Court of *Common Pleas* at *Westminster*, on some  
 Return-Day of the same Term, and by such  
 Writ or Writs respectively, to demand all and  
 every the said Messuage, Lands, Hereditaments  
 and Premisses, against the said J. S. by such  
 Descriptions as shall be thought meet; *To*  
 which said Writ or Writs the said J. S. shall  
 appear *gratis*, and vouch to warranty the said  
 J. Earl of S. who shall appear *gratis* in his own  
 Person, or by his Attorney thereto lawfully  
 authoriz'd, and enter into the Warranty, and  
 vouch over to Warranty the common Vouchee  
 of the said Court, who shall appear *gratis*, and  
 enter into the Warranty, and imparle, and  
 after Impar lance shall make Default and de-  
 part

depart in Contempt of the Court, so as Judgment thereupon may be respectively had and given for the said G. T. to recover the said Messuage, Lands, Hereditaments and Premises, against the said J. S. and for him to recover in Value against the said J. Earl of S. and for him to recover in Value against the said common Vouchee; and that Execution may be thereupon respectively awarded accordingly; and all and every other Thing and Things may be done and executed, needful and requisite for the suffering and perfecting of one or more such common Recovery or Recoveries, with Vouchers as aforesaid, according to the usual Course of common Recoveries in such Cases had. *And* it is hereby declared and agreed by and between all and every the said Parties to these Presents, That after the said common Recovery or Recoveries so as aforesaid, or in any other Manner, or at any other Time or Times had, suffer'd and executed, or to be had, suffer'd and executed, such common Recovery or Recoveries *shall* be and enure, and shall be adjudged, esteemed and taken, and so are and were meant and intended to be and enure; And the said Recoveror in the said respective Recovery and Recoveries, and his Heirs, shall stand and be seized of all and every the said Messuage, Lands, Hereditaments and Premises above mentioned, to be hereby released and confirmed, *To* the Use and Behoof of the said J. Earl of S. his Heirs and Assigns for ever, and to and for no other Use, Intent, or Purpose whatsoever. *In Witness, &c.*

*A Conveyance of an Estate to a Purchaser by Covenant to levy a Fine, from a Man and his Wife, and their Daughters and Husbands, and also to suffer a Recovery in one Deed; the Uses whereof are declared to be to the Purchaser and his Heirs; with Covenants for peaceable Enjoyment, future Assurance, &c.*

**T**HIS Indenture tripartite, made, &c. Between J. P. of, &c. and M. his Wife, (one of the Daughters of M. S. late of, &c. deceased, who was Relict and Executrix of the last Will and Testament of J. S. late of, &c. deceased) T. H. of, &c. and M. his Wife, (one of the Daughters of the said J. P. and of M. his Wife) T. W. of, &c. and E. his Wife, (another Daughter of the said J. P. and of the said M. his Wife) of the first Part; J. Y. and W. E. both of, &c. of the second Part; and R. S. and G. P. both of, &c. of the third Part. *Witneseth*, That for and in Consideration of the Sum of 350*l.* of, &c. to the said J. P. and M. his Wife, T. H. and M. his Wife, and T. W. and E. his Wife, in Hand paid by the said R. S. and G. P. the Receipt whereof they do hereby acknowledge; And in Consideration also of 5*s.* of, &c. to the said J. P. and M. his Wife, T. H. and M. his Wife, and T. W. and E. his Wife, in Hand paid by the said J. Y. and W. E. the Receipt whereof they do hereby also acknowledge: And the said J. P. T. H. and T. W. for the barring, docking, cutting off and destroying of all Estates Tail, and Remainders over, now in Being, in and upon the Messuage, Lands and Tenements herein after mentioned, and conveying and assuring of the same Premisses, To the only proper Use and Behoof of the said R. S. and G. P. and



and their Heirs; They the said J. P. T. H. and T. W. *Have*, and each of them hath covenanted and granted, and by these Presents do, and each of them doth covenant and grant to and with the said J. Y. and W. E. their Heirs and Assigns, That they the said J. P. and M. his Wife, T. H. and M. his Wife, and T. W. and E. his Wife, shall and will on this Side, and before the End of *Michaelmas* Term next coming before the King's Majesty's Justices of his Court of *Common Pleas* at *Westminster*, in due Form of Law, levy and acknowledge unto the said J. Y. and W. E. and their Heirs, or to the Heirs of one of them, one Fine *Sur Conuissance de Droit come ceo, &c.* with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* that their Messuage or Tenement now converted into two Dwelling-houses, with the Appurtenances, formerly in the Possession of, &c. and situate and being in, &c. And also of those two Acres of Arable Land, lying in, &c. heretofore in the Tenure of, &c. with all and singular its Appurtenances: All which said Premises the said J. S. formerly purchased of, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mention'd, and of every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Manner and Form, as by the said J. Y. and W. E. or their Counsel learned in the Law, shall be reasonably devised, or advised and required. *Which* said Fine so to be had and levy'd in Manner aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had and  
levy'd

levy'd of the said Premisses, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them or any or either of them, and any other Person and Persons, before the End of the said next *Michaelmas* Term, as for and concerning all and singular the said Premisses above mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure to and for the only proper Use and Behoof of the said J. Y. and W. E. their Heirs and Assigns, to the Intent and Purpose only, that they may become perfect Tenants of the Freehold of the said Premisses. *Yet nevertheless* to this further End, Intent and Purpose, That they the said J. Y. and W. E. shall and will on this Side, and before the End of the said next *Michaelmas* Term, permit and suffer the said R. S. and G. P. to sue and prosecute one or more Writ or Writs of Entry *Sur Disseisin in le Post*, returnable before the King's Majesty's Justices of his said Court of *Common Pleas* against them the said J. Y. and W. E. of *All* and singular the said Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Sort, Manner, and Form, as by the said R. S. and G. P. shall be thought fit and convenient. *Unto* and upon which said Writ of Entry so to be brought, the said J. Y. and W. E. shall appear and vouch to Warranty the said J. P. and M. his Wife, T. H. and M. his Wife, and T. W. and E. his Wife, who shall likewise appear either in their several Persons, or by their Attorney lawfully authorized,

authorized, and enter into the said Warranty : And after their Entry into the said Warranty, shall vouch over the common Vouchee ; who shall likewise enter into the said Warranty and imparl, and afterwards make Default, to the End one perfect common Recovery shall and may, of all and singular the said Premisses above mentioned, be had, prosecuted and executed in all Things, according to the usual Order and Form of common Recoveries for Assurance of Lands, Tenements, and Hereditaments, in such Cases used and accustomed : And the same Recovery shall also in due Form of Law be executed by one Writ of *Habere facias seisinam* accordingly. And it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Recovery so or in any other Manner to be had and suffered, and all and every other Recovery and Recoveries, to be had, suffer'd and executed of the said Premisses above mentioned, or any Part thereof, by or between the said Parties to these Presents, or by or between them or any or either of them, and any other Person and Persons on this Side, and before the End of *Michaelmas* Term next coming, and the full Force and Execution of them and every of them, and all other Assurance and Assurances of the said Premisses, or any Part thereof, had or to be had and made between the said Parties, or any of them, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure to and for the only proper Use and Behoof of the said R. S. and G. P. their Heirs and Assigns for ever, and to and for none other Use,

Use, Intent or Purpose whatsoever. *And* each of them the said J. P. T. H. and T. W. for himself severally and apart, and not jointly, and for his several and respective Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said R. S. and G. P. their Heirs and Assigns, That they the said J. P. and M. his Wife, T. H. and M. his Wife, T. W. and E. his Wife, are, or some or one of them now is lawfully and rightfully seized of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-Simple or Fee-Tail of and in the said Premises above mentioned, with the Appurtenances, in their or some or one of their own Rights or Right, without any Condition, Mortgage, Limitation of Use or Uses, or other Matter or Thing, to alter, charge, change and determine the same. *And also*, That they the said R. S. and G. P. their Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, for ever peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of them the said J. P. and M. his Wife, T. H. and M. his Wife, T. W. and E. his Wife, their Heirs and Assigns, and of all and every other Person and Persons whatsoever, claiming or to claim, by, from or under them, or any or either of them, or under the said J. S. and M. his said Wife deceased, or either of them. *And further*, That they the said J. P. and M. his Wife, T. H. and M. his Wife, and T. W. and E. his Wife, and their Heirs, and



and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mention'd, or any Part thereof, by, from or under them or any or either of them, or under the said J.S. and M. his said Wife, or either of them, shall and will at all Time and Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said R. S. and G. P. their Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said R. S. and G. P. their Heirs and Assigns, to the only proper Use and Behoof of the said R. S. and G. P. their Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; as by the said R. S. and G. P. their Heirs or Assigns, or their or either of their Counsel learned in the Law shall be reasonably devised or advised and required. *In Witness, &c.*

*The Consideration of a Conveyance or Settlement  
of an Estate by Fine and Recovery.*

**W**HEREAS the said W.G. is and standeth seized in Fee-Tail, with several Remainders over, of and in the Tenements herein after mentioned, and hath contracted with the said S.B. for the Sale to him and his Heirs of the same Tenements, with the Appurtenances, and of a good and indefeasible  
Estate

Estate of Inheritance in Fee-Simple therein for the Sum of 700*l.* Now this Indenture witnesseth, That the said W. C. for and in Consideration of the said Sum of 700*l.* of, &c. to him in Hand paid by the said S. B. the Receipt whereof he doth hereby acknowledge; And for the docking, barring and destroying of all Estates Tail, and Remainders over, which are now of and in the Tenements herein after mentioned: And for the settling and assuring of a good and indefeasible Estate in Fee-Simple of and in the same Tenements to the said S. B. and his Heirs, in Pursuance of and according to the said Contract; and for divers other good Causes, &c. the said W. C. covenants, and A. his Wife agrees, to levy a Fine, &c.

*A Deed or Covenant to convey an Estate by Fine and Recovery, or other sufficient Conveyances; to the Use of a Son, and the Heirs Male of his Body, until they shall go about to sell the same; Remainder to the Covenantor and his Heirs Male, to keep the Estate in the Name and Blood; with divers other Remainders: And Covenant for peaceable Enjoyment free from Incumbrances; except Tenants Leases, and Title of Dower, &c.*

**T**HIS Indenture made, &c. Between W. C. of, &c. Esq; of the one Part; and the Right Hon. Sir R. C. Kt. of the other Part; Witnesseth, That for and in Consideration of the Sum of, &c. unto the said W. C. in Hand paid by the said Sir R. C. And for the Continuance and Preservation of the Manors, Lands, Tenements and Hereditaments of the said W. C. in the Name and Blood of the C's: As also for  
divers

divers other good Causes and Considerations the said W. C. hereunto especially moving, he the said W. C. *Hath* covenanted and granted, and by these Presents doth covenant, grant and agree to and with the said Sir R. C. his Heirs and Assigns, That he the said W. C. and his Heirs, shall and will from Time to Time, and at all Times hereafter, whensoever he or they, or any of them, shall be thereunto reasonably required by the said Sir R. C. his Heirs or Assigns, and at the Costs and Charges in the Law of the said Sir R. C. his Heirs or Assigns, by Fine in due Form of Law to be had and levy'd, and by Recovery, or by such other good and sufficient Conveyance and Assurance in the Law, as by the said Sir R. C. his Heirs or Assigns, or his or their Counsel learned in the Law shall be devised or advised, well and sufficiently convey and assure unto the said Sir R. C. and his Heirs, or to such other Person or Persons, and his and their Heirs, as shall be nominated and appointed by the said Sir R. C. his Heirs or Assigns, to and for such Uses and Estates as are hereafter in these Presents limited, expressed, and declared: *All* that Capital Messuage or Tenement called or known by the Name of, &c. with all Houses, &c. And also, &c. now in the Tenure or Occupation of the said W. C. or his Assigns. And also all those four Messuages, &c. situate, &c. *Which* Fine and Recovery, Conveyance and Assurance so to be had and made unto the said Sir R. C. and his Heirs, or unto such other Person or Persons as he or they shall nominate and appoint; And the Messuages, Lands, Tenements, and Hereditaments aforesaid, immediately from and after the making and executing of the

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same

same Fine and Recovery, Conveyances and Assurances, shall be adjudged, esteemed and taken, and the said Sir R. C. and his Heirs, and all and every other Person and Persons, and his and their Heirs, which at any Time or Times hereafter shall stand and be seised of the said Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, or of or in any Part or Parcel thereof, or that shall have, claim, or pretend to have any Estate, Right, Title or Interest, of, in or to the said Premisses, or any Part or Parcel thereof, from, by or under the said W. C. or his Heirs, by Virtue of the said Conveyance or Assurance so to be had and made; *Shall* stand and be seized thereof, and of every Part and Parcel thereof, to the several Uses, Intents, and Purposes hereafter in and by these Presents limited and declared, and to and for none other Use, Intent or Purpose whatsoever; (that is to say) *To* the Use and Behoof of the said W. C. for and during his natural Life, without Impeachment of or for any manner of Waste: And after the Decease of the said W. C. *Then* to the Use and Behoof of M. C. Son of the said W. C. and of the Heirs Males of his Body lawfully begotten, until the said M. C. or any the Heirs Males of his Body shall be fully resolved and determin'd, and shall attempt or go about to suffer any Recovery, levy any Fine, or make any Discontinuance of the said Capital Messuage, Messuages, Lands, Tenements, Hereditaments, and other the Premisses above mentioned, or any Part thereof; Or to make, cause or suffer to be made, any Act, Deed, or Thing, to any Person or Persons, other than to the said Sir R. C. his Heirs or Assigns, whereby, or by Reason



Reason or Means whereof, the Estate Tail before limited and appointed by these Presents, to the said M. C. and the Heirs Males of his Body lawfully begotten, or any Use, Estate or Remainder herein after limited, shall or may be barred, defeated, discontinued, altered or changed in the Premises, or any Part thereof: And after the Estate Tail before limited and appointed, to the said M. C. and the Heirs Males of his Body lawfully begotten determined and ended; Then to the Use and Behoof of the said Sir R. C. and of the Heirs Males of his Body lawfully begotten: And for want of such Issue Male of the Body of the said Sir R. C. Then to the Use and Behoof of the Right Hon. Sir W. C. Kt. one of his Majesty's Principal Secretaries of State, and of the Heirs Males of his Body lawfully begotten: And for want of such Issue Male; Then to the Use and Behoof of the right Heirs of the said W. C. for ever. *And* the said W. C. for himself, his Heirs and Assigns, doth covenant and grant to and with the said Sir R. C. his Heirs and Assigns, That the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises above mention'd, with their and every of their Appurtenances, shall from Time to Time, and at all Times for ever hereafter, remain, continue and be, To and for the several Uses, Intents and Purposes herein before limited, expressed and declared, and to and for none other Use, Intent, or Purpose whatsoever; And that free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of former Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Titles of Dower,  
I Fines,

Fines, Post-Fines, Issues, Amerciaments, Recognizances, Statutes, Judgments, Executions, Annuities, Rents, and Arrearages of Rents, and of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, heretofore had, made, done or committed, or hereafter to be had, &c. by the said W. C. his Heirs or Assigns, or by any other Person or Persons lawfully claiming from, by or under him; except the Rents and Services hereafter to grow due to the chief Lord or Lords of the Fee or Fees of the said Premises; and all the Leases for Years heretofore made, not exceeding the Number of One and Twenty Years or three Lives, and whereupon the ancient accustomed Rent or more is reserved, and shall be due and payable, during the said Estates, to such Person and Persons as have and shall have the immediate Reversion or Remainder of the said Premises so leased; and the Title of Dower of M. now Wife of the said W. C. [*Here may be added, A Covenant for future Assurance, to the Uses above limited.*] *In Witness, &c.*

*Articles*

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Articles of Marriage, &c.

*Articles of Marriage for settling several Annuities for 99 Years, by assigning them to Trustees, in Trust for the Husband during his Life; and after his Decease, to the Wife during her Life; and after her Decease, to the Executors of the Husband during the Remainder of the Term: And In Trust as to some of the said Annuities, for securing an yearly Sum to the Husband; and also an yearly Sum to the Wife, for her separate Use; with Proviso to dispose of the said Annuities, on settling Lands of the same Value to the like Uses.*

*Articles of Agreement Tripartite, indented, had, made, concluded and agreed upon this Day, &c. in the Year of our Lord, &c. and in the Year of the Reign, &c. Between C. E. of, &c. Esq; of the first Part; H. L. of, &c. Esq; and J. L. only Child of the said H. L. of the second Part; and J. C. of, &c. Gent, W. C. of, &c. Esq; and L. B. of, &c. Esq; of the third Part.*

**I***Mprimis*; Whereas there is a Marriage (by the Grace of GOD) intended shortly to be had and solemnized between the said C. E. and the said J. L. Upon the Contract of which Marriage, It is covenanted, agreed and declared by and between the said Parties to these Presents, in Manner and Form following; (that is to say)

*First*; Whereas the said H. L. is possessed of and intituled unto two several Annuities of 50 l. per Annum a-piece, by Virtue of two several

Orders, each bearing Date, &c. the Numbers of which Orders are, &c. and made in Pursuance of an Act of Parliament made in the 6<sup>th</sup> Year of her late Majesty's Reign, [Intituled, *An Act for raising a further Supply to Her Majesty for the Service of the Year 1708, and other Uses, by Sale of Annuities charged on a Fund not exceeding 40000 l. per Annum, to arise by appropriating several Surplusses, and by granting further Terms in the Duties of Low Wines, and on the Stamp Duties, the One Third Subsidy of the Duty on Sweet Wines, and one of the Branches of Excise, and by making other Provisions in the Act mentioned;*] Which said Annuities are payable and to be paid by four equal Quarterly Payments for and during the Term of 99 Years, commencing from, &c. He the said H. L. In Consideration of the said Marriage, and of the Covenants and Agreements after mentioned, doth for himself, his Executors and Administrators, covenant and grant to and with the said C. E. his Executors and Administrators, That in Case the said intended Marriage shall take Effect and be solemnized, that then he the said H. L. shall and will within six Months thence next following, by such Ways and Means as Counsel shall advise, well and sufficiently assign and transfer the said Annuities, and all his Estate, Term and Interest therein to the said J. C. W. C. and L. B. their Executors, Administrators and Assigns; *In Trust*, that the same may be had, enjoyed, received and taken by the said C. E. for so many Years of the said Term as he shall live; and after his Death, *In Trust*, that the said J. may have, hold, enjoy and receive the same for so many Years of the said Term as she shall happen to live;



live; and after her Death, then *In Trust*, that the same Annuities may be held, enjoyed, received and taken by the Executors, Administrators and Assigns of the said C. E. for and during the Remainder of the said Term of 99 Years, without any Account to be given to the said J. C. W. C. and L. B. their Executors or Administrators for the same.

*Item*; Whereas the said J. C. as Executor of R. E. Esq; is possessed of, and intituled unto ten several Annuities of 20 *l.* *per Annum* each, amounting in the whole to the yearly Sum of 200 *l.* by Virtue of ten several Orders, each bearing Date, &c. but *In Trust* for the said C. E. The Number of which several Orders are, &c. And made in Pursuance of an Act of Parliament passed in the Year of the Reign, &c. intituled, *An Act*, &c. payable and to be paid by four several Quarterly Payments for and during the Term of 99 Years, commencing from, &c. They the said C. E. and J. C. in Consideration of the said Marriage, and of the Covenants and Agreements herein before mentioned, on the Part of the said H. L. to be performed, do for themselves, their Executors and Administrators, covenant and grant to and with the said H. L. his Executors and Administrators, That in Case the said Marriage shall take Effect and be solemnized, that then they the said C. E. and J. C. shall and will within six Months thence next following, by such Ways and Means as Counsel shall advise, well and sufficiently assign and transfer the said Annuities, and all their Estate, Term and Interest therein, unto the said H. L. W. C. and L. B. their Executors, Administrators and Assigns; *In Trust* that the same may be held, enjoyed, received and taken by

the said C. E. for so many Years of the said Term as he shall live; and after his Death, *In Trust* that the said J. may have, hold, enjoy and receive the same, for so many Years of the said Term as she shall happen to live: And after her Decease, then *In Trust* that the same Annuities may be held, enjoyed, received and taken by the Executors, Administrators and Assigns of the said C. E. for and during the Remainder of the said Term of 99 Years, without any Account to be given to the said H. L. W. C. and L. B. their Executors or Administrators, for the same.

*Item;* Whereas the said J. C. as Executor of the said R. E. and *In Trust* for the said C. E. is also intituled to several Orders for raising and Payment of several other Annuities, amounting in the whole to the yearly Sum of 360 *l.* by Virtue of an Act of Parliament made, &c. intituled, &c. payable and to be paid at the Times, and during the Term mentioned in the said last mentioned Act; they the said J. C. and C. E. do, and each of them severally doth for himself, his Executors and Administrators, further covenant and grant to and with the said H. L. his Executors and Administrators, That they the said J. C. and C. E. their Executors or Administrators, shall and will within six Months after the said intended Marriage shall take Effect, (by such Ways and in such Manner as Counsel shall advise) assign and transfer the said last mentioned Annuities to the said H. L. W. C. and L. B. their Executors and Administrators, upon such Trusts, and for such Ends, Intents and Purposes, as are herein after mentioned and appointed; (that is to say) *In* the first Place for securing the Payment of

200*l. per Annum* to the said C. E. clear of all Reprises, during the joint Lives of, &c. and the said J. intended Wife of the said C. And after the Death of his present Majesty, living the said J. *Then* for Payment of 100*l. per Annum* to the said J. during the joint Lives of them the said C. and J. for the sole and separate Use of the said J. and so as the said C. shall have nothing to do therewith, or with the Disposal thereof; and for Payment of 100*l.* more to the said C. during their said joint Lives: And in Case the said J. shall happen to die, living the said C. *Then* for Payment of 200*l. per Annum* to the said C. his Executors, Administrators and Assigns, during the Remainder of the said Term. But if the said C. shall happen to die in the Life-time of the said J. *Then* for Payment of 200*l. per Annum* to the said J. during her Life: And after her Death, *Then* for Payment of 200*l. per Annum* to the Executors and Administrators of the said C.

*Provided* always, and it is agreed and declared by and between the said Parties to these Presents, That in Case the said C. E. shall at any Time, during his natural Life, be minded and intended to sell and dispose of the said Annuities of 360*l. per Annum*, and shall well and sufficiently settle and assure, or give Security to the good Liking of the said J. his intended Wife, and likewise of the said H. L. W. C. and L. B. or the Survivors or Survivor of them, or the greater Number of such Survivors, to settle and assure, any Messuage, Lands, Tenements, Rents, Annuities or other Hereditaments, of the clear yearly Value of 200*l.* above all Reprises, and free from all Incumbrances upon

the same Trusts, and for the same Ends, Intents and Purposes, as the said last mentioned 200 *l. per Annum* are above agreed to be settled; That then and in such Case, It shall and may be lawful to and for the said C. E. J. C. H. L. W. C. and L. B. and the Survivors and Survivor of them, to sell and dispose of the said several Annuities of 360 *l. per Annum*, as he the said C. shall think fit; any Thing herein contained to the contrary notwithstanding.

*Provided* also, and upon this further Condition, That if the said C. E. shall be minded to dispose of the two first Annuities of 50 *l. a-piece*, and likewise of the said other ten Annuities of 20 *l. per Annum a-piece*, and shall well and sufficiently settle and assure, or give Security to the good Liking of the said J. his intended Wife, and also of the said H. L. W. C. and L. B. or the Survivors or Survivor of them, or the greater Number of such Survivors, to settle and assure, any Messuages, Lands, Tenements, Rents, Annuities or other Hereditaments, of the clear yearly Value of 300 *l.* above all Reprises, and free from all Incumbrances unto and upon the same Trusts, and for the same Ends, Intents and Purposes, as the said first mentioned 300 *l. per Annum* are above agreed to be settled; That then and in such Case. It shall and may be lawful to and for the said C. E. J. C. H. L. W. C. and L. B. to sell and dispose of the said several first mentioned Annuities, amounting in all to 300 *l. per Annum*, as he the said C. shall think fit; any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

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*Articles of Marriage, where the intended Husband in Consideration of 1500 l. the Wife's Portion, agrees to leave the Wife at his Decease 1500 l. And if he hath any Children 1500 l. more among them; to be paid at their Ages of 21 Years, and in the mean Time 50 l. per Annum, for their Maintenance, &c. Proviso that if the Husband in his Life-time otherwise provide for the Children, the Provision of 1500 l. to be void; and that the 1500 l. to the Wife, is in full of all Dower.*

*Articles of Agreement Tripartite, indented, made and agreed upon this Day, &c. Between T. W. of, &c. of the first Part; L. W. Daughter of the said T. W. of the second Part; and J. B. of, &c. of the third Part.*

**W** *Hereas* a Marriage is intended (by the Permission of God) shortly to be had and solemnized between the said J. B. and L. W. by and with the Consent and Approbation of the said T. W. It is therefore covenanted and agreed by and between the said Parties to these Presents in Manner following; (that is to say,)

*Imprimis,* It is agreed by and between the said Parties to these Presents; and the said T. W. for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said J. B. his Executors, Administrators and Assigns; That in Consideration of the said intended Marriage, and in Case the same takes Effect, He the said T. W. his Executors or Administrators shall and will well and truly pay or cause to be paid unto the said J. B. the full Sum of 1500 l. of, &c. or the full Value thereof,

of, by and in such Securities as the said J. B. shall allow and accept of within 21 Days after the Solemnization of the said intended Marriage, as and for the Marriage Portion of the said L. his said Daughter.

*Item,* It is agreed by and between the said Parties to these Presents, and the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said T. W. his Executors and Administrators in Manner and Form following; (that is to say,) That in Consideration of the said Marriage and Marriage Portion; and for the making a competent Maintenance and Provision to and for the said L. his intended Wife, out of the Estate of the said J. B. (in Case the said Marriage shall take Effect, and the said L. shall happen to survive the said J. B. her intended Husband, and there shall be no Issue Male or Female of the Body of the said J. B. on the Body of the said L. W. begotten, living at the Time of the Decease of the said J. B.) the Heirs, Executors or Administrators of the said J. B. shall and will well and truly pay or cause to be paid unto the said L. W. her Executors, &c. the full Sum of 1500 l. of, &c. within six Months next after such the Decease of the said J. B. To and for the sole and only proper Use and Benefit of her the said L. to be disposed of at her free Will and Pleasure. And also if there shall be Issue, one or more Child or Children of the Body of the said J. B. on the Body of the said L. begotten, living at the Time of the Decease of the said J. B. That then the Heirs, Executors or Administrators of the said J. B. (over and above the said Sum of 1500 l. to be paid unto her the said L. as aforesaid) shall and will well and truly

truly pay unto such Child (if there be but one) or Children, if there be two or more the further Sum of 1500 *l.* of, &c. in Manner and Form following; (that is to say,) If there be but one Child, then the whole Sum of 1500 *l.* to such only Child for his or her Portion, when and as soon as such Child shall attain the Age of 21 Years; or if there be two or more such Children, Then the said Sum of 1500 *l.* to be equally divided between them, Share and Share alike, for their respective Portions, To be paid unto them as they shall respectively attain the said Age of 21 Years; and in the mean Time, and until such the said Portion or Portions shall be payable as aforesaid, the Executors or Administrators of the said J. B. shall and will out of the said Estate of the said J. B. well and truly pay or cause to be paid unto every such Child and Children for their several and respective Maintenance and Livelihood, the several Sums herein after mentioned; (that is to say,) If there be but one such Child the yearly Sum of 50 *l.* and if two or more such Child or Children the yearly Sum of 40 *l.* a-piece of, &c. unto each and every such Child or Children, The said yearly Sums for Maintenance to be continued and paid unto such Child and Children, until their respective Portions shall be paid unto them respectively in Manner as is before agreed, at the two most usual Feasts or Days of Payment, in the Year; (that is to say,) the Feasts of, &c. by even and equal Portions, The first Payment thereof to be made at such of the said Feasts or Days of Payment which shall first and next happen after the Decease of him the said J. B. *Provided* always that if any such Child or Children shall be otherwise

wife provided for by a Portion of the same Value by the said J. B. in his Life-time; That then the Provision hereby made for such Child or Children so provided for, shall cease and determine, and not be paid, any Thing herein contained to the contrary thereof in any wise notwithstanding: *Provided also*, And it is the true Intent and Meaning of these Presents, and of all the Parties thereunto, that the said Provision hereby made by the said J. B. for the said L. his intended Wife, is in Lieu, and full Recompence and Satisfaction of her Dower and Thirds at the Common Law, which she shall or may have or claim in or to any of the Lands, Tenements or Hereditaments, which he the said J. B. may hereafter Purchase, or by any other Ways or Means be at any Time hereafter seized or possess'd of. *In Witness, &c.*

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*Articles*

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*Articles of Marriage, that in Consideration of 1000 l. the Wife's Portion, the Wife shall have the third Part of her Husband's Personal Estate at his Decease, according to the Custom of the City of London, or the Sum of 1000 l. at her Election; and the Sum of 1000 l. for Childrens Portions, payable at their Age of 21 Years or Marriage; and in Case of his Death, the full Interest of such Portions is to be paid until they shall become due, for the Maintenance of the Children, &c.*

*Articles of Agreement Tripartite, made, &c. Between A. B. of, &c. of the first Part; C. D. of, &c. of the second Part; and E. T. of, &c. of the third Part.*

**W** *Hereas a Marriage is intended (by God's Grace) shortly to be had and solemnized between the said A. B. and C. D. by and upon which said Marriage he the said A. B. will be entituled, to as a Marriage Portion with the said C. D. the Sum of 1000 l. And it is contracted between the said Parties to these Presents, That in Case the said Marriage takes Effect, and she the said C. D. shall happen to survive him the said A. B. she the said C. D. shall at her Election either have the third Part of the Estate of the said A. B. (his Debts being first paid) and all her Rings, Jewels and wearing Apparel, and the Furniture of her Chamber, in such Manner as by the Custom of the City of London hath been and is used amongst Freemen: Or the full Sum of 1000 l. And in Case that the said C. D. shall die before her said intended Husband, having one or more*

more Child or Children, That then such Child or Children shall have and be paid the said Sum of 1000*l.* and such Maintenance, and in such Manner as is hereafter mentioned.

*Now* in Pursuance of the said Contract, It is agreed between the said Parties to these Presents in Manner following: (*viz.*) First in Consideration of the said intended Marriage and Marriage Portion, which the said A. B. will receive or be entituled unto, on consummating the same; He the said A. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said E. T. his Executors and Administrators, That in Case the said Marriage shall take Effect, and she the said C. D. shall happen to survive her said intended Husband, and shall choose to have the third Part of her said Husband's Estate (his Debts being first paid) as also all her Rings, Jewels, wearing Apparel, and Furniture of her Chamber; That then the Executors and Administrators of the said A. B. shall permit and suffer her the said C. to enjoy her said Rings, Jewels, wearing Apparel, and her said Furniture, or in Case the same or any Part thereof shall be out of her Possession, shall deliver the same unto her upon Request; and also, upon reasonable Request in that Behalf, shall and will account for, pay and deliver over unto her the said C. her Executors, Administrators and Assigns, one full third Part of the Personal Estate of her said intended Husband, his Debts and Funeral Expences being first discharged: And further, That in Case she the said C. shall refuse to accept of the said third Part of the Estate and Stock of the said A. B. her said intended Husband, &c. That then and

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in such Case the Executors and Administrators of him the said A. B. shall and will pay or cause to be paid unto her the said C. her Executors, Administrators or Assigns, the full Sum of 1000*l.* of, &c. within six Months after his Decease, with lawful Interest for the same, from the Death of the said A. B.

*Item*, It is agreed, and the said A. B. for the Considerations aforesaid doth for himself, his Executors and Administrators, covenant and grant to and with the said E. T. his Executors and Administrators; that in Case she the said C. shall die in the Life-time of the said A. B. leaving one or more Child or Children, That then he the said A. B. his Executors or Administrators shall and will pay or cause to be paid unto the said E. T. his Executors and Administrators the Sum of 1000*l.* of, &c. *In Trust* for, and for the Benefit of such Child or Children by such Proportions, and at such Days and Times as is herein after mentioned; (that is to say) In Case there shall be only one such Child, the said whole Sum of 1000*l.* for the Portion of such Child; and in Case there shall be more than one, Then the said Sum of 1000*l.* shall be paid to such Children equally Share and Share alike, The Sum of 1000*l.* or Share of such Child or Children respectively to be paid to him the said E. T. his Executors or Administrators, at such Time as such Child or Children respectively shall attain the Ages of 21 Years, or be married with the Consent of him the said A. B. if he shall be then living, which of those Times shall first happen; and, in Case such Child or Children shall die before such Age or Marriage, with Consent as aforesaid, That then his or their Share so dying shall

shall go to the Survivor or Survivors of them, who shall live to attain such Age, or be married. *And* further, That in Case he the said A. B. shall die before the said Sum of 1000 *l.* or Portion or Share be payable to such Child or Children, according to the Intention of these Presents; That then the Executors or Administrators of the said A. B. shall pay or cause to be paid unto the said E. T. his Executors or Administrators for the Maintenance of such Child or Children respectively, the full Interest of their Portions and Shares at the four most usual Feasts or Terms in the Year; (that is to say) The Feast of, &c. by even and equal Portions; the first Payment thereof to be made at such of the said Feasts as shall first and next happen, after the Decease of the said A. B. *Provided* nevertheless, that if any such Child or Children shall be preferred in Marriage, or otherwise provided for by him the said A. B. in his Life-time, to the Value of his or her Portion, according to the Intent and Meaning of these Presents, That then the Provision herein before mentioned to be made for such Child or Children respectively, shall cease, determine, and be void to all Intents and Purposes. *In Witness, &c.*

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*An Agreement, that Money owing on Bonds shall be called in and recovered, and put forth at Interest, or laid out in the Purchase of Lands; To be settled on Daughters and younger Sons, &c. and covenant to settle other Lands, as an Addition to the Jointure of the Wife, &c.*

**A**ND whereas T. S. late of, &c. deceased, did heretofore become bound unto W. S. Esq; deceased, late Father of the said E. P. in the Sum of 1000*l.* by Obligation, bearing Date, &c. with Condition there-under written, for Payment of 525*l.* unto the said W. S. his Executors or Administrators, on, &c. then next ensuing. *And whereas* the said T. S. and E. S. did also in and by one Obligation, bearing Date, &c. become bound unto the said W. S. in the like Sum of 1000*l.* conditioned for Payment of the like Sum of 525*l.* unto the said W. S. his Executors or Administrators upon, &c. as by the said two several Bonds or Obligations, and Conditions thereof may appear. *And whereas* the said two several principal Sums of 500*l.* which were lent upon the said two several Bonds, or any Part thereof, have not been paid either to the said W. S. in his Lifetime, or to his Executors since his Decease, but remain hitherto wholly unpaid; neither hath there been any Interest paid for the same since, &c. *And whereas* the said W. S. by his Deed-Poll, or Paper-Writing, bearing Date, &c. did assign and set over unto Sir S. M. Bart. and A. B. Esq; their Executors, Administrators and Assigns, *in Trust* for the said E. P. his Daughter, The said two several Obligations or Writings Obligatory, and all and every Sum and

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Sums of Money whatsoever, due and owing to the said W. S. in and by the said Obligations or Conditions thereof, and did thereby give Power and Authority unto the said Sir S. M. and A. B. their Executors and Assigns, to sue for and recover the Debts due upon the said Obligations, with Covenants not to revoke the said Power, as by the said Deed-Poll may appear. *And whereas* afterwards the said W. S. made his last Will and Testament in Writing, and thereof made the said H. S. his Son, and others, Executors, and after dy'd; whereby, although the said Debts are in Law due unto, and are to be recovered by or in the Names of the said Executors, yet in Equity and according to the true Intent and Meaning of the said W. S. the said E. P. is to have the Money due upon the said Bonds, when it shall be recovered.

*Now* it is hereby concluded and agreed by and between all the said Parties to these Presents, That such Measures and Courses shall be had, used and taken at the Costs and Charges of the said R. G. his Executors or Administrators, for the Recovery of the said Debts due upon the said several Obligations, as by the Counsel of the said R. G. his Executors or Administrators shall be advised and thought fit; *And* that whensoever, and as soon as the said Debts, and any Part thereof, shall be recovered or obtained, the said R. G. his Executors or Administrators shall in the first Place be paid and satisfy'd out of the same, all Manner of Costs, Charges and Expences whatsoever, which he or they shall have expended in or about the Recovery thereof; and that the Residue of the Money so to be recovered, shall be disposed of, and bestowed either in the Purchase

chafe of Lands or Leases, or else to be put forth at Interest, upon Security to be taken for the same, in the Names of the said E. P. H. S. and R. G. or the Survivors or Survivor of them, upon Trust for the Daughters and younger Sons of the said R. G. by the said J. P. Daughter of the said E. P. so that the said R. G. may have and receive the Profits thereof during his Life; and that after his Decease, all the principal Money, or the Lands or Leases which shall be therewith purchased, shall go unto all his Daughters and younger Sons by the said J. P. in such Shares and Proportions as he the said R. G. by any Writing or Writings under his Hand and Seal, subscribed and sealed by him in the Presence of two or more credible Witnesses, or by his last Will and Testament in Writing, shall direct and appoint; and in Default of such Direction and Appointment, Then equally amongst all the Daughters and younger Sons of the said R. G. by the said J. or if there be but one, Then to that one, be it Daughter or younger Son: And in Default of such Daughter or Daughters, and younger Sons, of the said R. G. by the said J. P. the same shall go to the eldest Son of the said R. G. by the said J. or whereof the said J. shall be efficient at the Time of the Decease of the said R. G. and in Default of such Son, Then to the said R. G. his Heirs, Executors, or Administrators.

*And* it is hereby further agreed by and between the said Parties to these Presents, and the said R. G. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said E. P. and H. S. their Executors and Administrators by these Pre-

sents ; That within one Month next after such Time as the said several Debts due upon the said several Obligations, or any Part thereof, amounting to, &c. or more, or any Satisfaction for the same, to the Value of, &c. or more, shall be recovered or had, and the same to be disposed of, or put forth to Interest, in such Manner as is herein before expressed : He the said R. G. shall and will well and sufficiently settle and assure unto or upon the said J. P. (if she be then living) for her Life, for increase of her Jointure, other Lands and Tenements, of a good Title, free from Incumbrances, of the clear yearly Value of, &c. over and besides the said Lands and Tenements herein before agreed to be settled on her. *In Witness, &c.*

*Articles for settling of Houses, when they shall be recovered at Law, with Power to commence Suits and recover the same ; and afterwards, to convey and settle the said Houses to and upon the Husband and Wife, and their Issue, &c. and covenant to bear the Charges of the Law-Suits.*

**W**HEREAS J. W. being heretofore seised in Demesne as of Fee, of and in All those Messuages or Tenements, with their Appurtenances, situate in, &c. now in the Possession of, &c. did in and by her last Will and Testament, bearing Date, &c. give and devise the same to R. W. her Son, and the Heirs of his Body lawfully begotten ; and for Default of such Issue, to H. W. her second Son, and the Heirs of his Body lawfully begotten ; and for Default of such Issue, to R. H. Son of J. H. and H. his Wife, and the Heirs of the Body of the



the said R. lawfully to be begotten; and for Default of such Issue, to the Heirs of the Bodies of the said J. H. and of the said S. his Wife, the Daughter of the said J. W. between them lawfully begotten. *And whereas* the said R. W. and H. W. are long since dead without Issue, and the said R. H. being also dead, left Issue by the said S. his Wife, two Daughters A. and M. which said A. dying without Issue, the said M. marry'd one J. H. and had Issue M. H. late Wife of the said T. R. *And whereas* the said M. H. being unjustly kept out of Possession of the said Premises, the said T. R. her Husband, (after his Marriage with her) commenced and prosecuted several Suits in Law, in order to the recovering of the said Houses and Premises, wherein he laid out and expended above 200*l*. And the said M. dying before the Premises were recovered, The Right and Title to the said Lands, according to the said Will and Entail, made by the said J. W. did of Right come, and is accrued to the afore-said H. G. Son and Heir of the said M. by H. G. her former Husband. *And whereas* the said M. R. having other Lands which she might have freely disposed of, and did not, but left them to descend to the said H. G. did at several Times before her Death declare her Mind and Intention, That the said T. R. her Husband, should be by her said Son satisfy'd and paid all his Disbursements and Money expended in the said Suits; And also did desire that the said T. R. (who, by Reason of his long Time spent, and great Pains taken in the Prosecution of the said Suits, was the best able to assist the said H. G.) would afford the said

H. his best Endeavours for the Recovery of the said Premisses.

Now for the accomplishing the Desires of the said M.R. and for the Recovery and settling of the said Messuages or Tenements; It is hereby covenanted and agreed by and between the said Parties to these Presents, in Manner and Form following; (that is to say) That the said T.R. shall and will and is hereby empower'd from Time to Time, at the Costs and Charges of the said H.G. to commence and prosecute for and in the Name of the said H.G. all such Suits in the Courts of Common Law, or otherwise, for and towards the obtaining and Recovery of the said Houses, Tenements and Premisses above mention'd, as he the said T.R. shall think fit, or as by the Counsel of the said H.G. learned in the Law shall be advised; and that within two Months or sooner, and so soon as conveniently it can be done, after the said Tenements and Premisses shall be recovered and obtained, by or for the said H.G. He the said H.G. shall at his own proper Costs and Charges, (by Fine and Recovery, or by such Ways and Means as the Counsel of the said T.R. shall advise) convey, settle and assure the said Tenements and Premisses, To the several Uses, Intents and Purposes herein after expressed; (that is to say) first, he shall charge the same with the Payment of a yearly Rent of 20*l.* *per Annum*, to the said T.R. during his natural Life, payable quarterly, without any Deduction or Abatement for or in respect of any Taxes, Assessments, or Impositions whatsoever, ordinary or extraordinary, and with a sufficient Power to distrein for the same; which

which said yearly Rent is and shall be and is declared to be in Satisfaction of the Moneys by him the said T. R. expended in the Life-time of the said M. R. and by her appointed to be paid as aforesaid : And the said H. G. shall limit the said Tenements and Premisses so charged as aforesaid, To the Use of him the said H. G. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste ; and from and after the Death of the said H. G. To the Use and Behoof of A. Wife of the said H. G. if she shall be then living, for and during the Term of her natural Life, for and towards her better Support and Maintenance ; and from and after her Decease, Then to the Use and Behoof of the first Son of the said H. G. and the Heirs of the Body of such first Son lawfully to be begotten ; and for Default of such Issue, To the Use and Behoof of the second Son of the said H. G. and of the Heirs of the Body of such second Son lawfully to be begotten ; and for Default of such Issue, To the Use and Behoof of the third Son of the said H. G. and of the Heirs of the Body of such third Son lawfully to be begotten ; and for Default of such Issue, To the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said H. G. successively, one after another, in Order and Course as they shall be in Seniority of Age, and Priority of Birth, and their several Heirs of their several and respective Bodies lawfully to be begotten, the elder of the said Sons, and the Heirs of his Body, being always preferred before the younger, and the Heirs of their Bodies ; and for Default of such Issue, To the Use and Be-

hoof of all and every the Daughters of the said H. G. and the several Heirs of the several and respective Bodies of all such Daughters lawfully issuing ; and for Default of such Issue, To the Use and Behoof of E. R. and T. R. Sons of the said T. R. Party to these Presents, by the said M. his Wife deceased, as Tenants in Common, and not as joint Tenants ; and to the Use of the several Heirs of the several and respective Bodies of them the said E. R. and T. R. the Son ; and for Default of such Heirs, To the Use of the right Heirs of the said M. G. deceased, Mother of the said H. G. for ever.

*And* the said H. G. doth hereby covenant and grant to and with the said T. R. his Executors and Administrators ; that he the said H. G. shall and will from Time to Time and at all Times after that the said Tenements and Premisses shall be recovered or obtained by or for the said H. G. or that he shall be thereof seised, at and upon the reasonable Request of the said T. R. make, do, execute and suffer, or cause or procure to be made, &c. all and every Act and Acts, Thing and Things whatsoever, for the charging, conveying, settling and assuring of the said Tenements and Premisses, To the Uses, Intents and Purposes herein before mentioned, as by the said T. R. or his Counsel learned in the Law shall be reasonably devised, or advised and required.

*And* the said H. G. for himself, his Heirs, Executors and Administrators, doth also covenant and grant to and with the said T. R. his Executors and Administrators by these Presents ; That he the said H. G. shall and will bear, pay and discharge all the Charges of the said Suits concerning the said Tenements and Premisses



Premises to be commenced and prosecuted as aforesaid, and also shall and will, in Consideration of the Trouble and Attendance of the said T. R. about the same and the Solicitation thereof, pay and allow unto him the said T. R. the Sum of, &c. within two Months next after he shall have recovered the said Tenements and Premises. *In Witness, &c.*

*Articles to convey Manors and Lands, mentioned in several Schedules, which were in Dispute between Father and Son, to Trustees, in order to make Sale thereof, for Payment of Debts and Annuities; and the Profits of the Premises before Sale, to be apply'd for Payment of the Interest of the Debts; and for settling of such Lands as shall remain after the said Debts are paid, as also of other Lands to several Uses, &c.*

*Articles of Agreement, indented, made, concluded, and agreed upon, the — Day of, &c. Between the Right Hon. H. Earl of N. of the one Part; and the Right Hon. H. Lord A. eldest Son and Heir apparent of the said H. Earl of N. of the other Part.*

**W**HEREAS the said H. Lord A. hath, since his Marriage Settlement, bearing Date, &c. brought several Suits against his Father, the said H. Earl of N. and made Claim to the present Possession or Reversion of several Parts and Parcels of the Manors, Lands and Estate of the said Earl herein after mentioned; and the said Earl of N. and Lord A. his Son, being both of them desirous to put an End to all Suits and Differences between them,

them, and the said Lord A. having for that Purpose made an humble Address to the said Earl his Father, to desire him the said Earl, That in Consideration of the Releases of him the said Lord A. of all his Claims and Pretensions, and joining in Settlements and cutting off Intails upon himself, and several other Considerations herein after mentioned, the said Earl would be pleased to consent that these Articles between him and the said Earl may be agreed unto; and he the said Earl, out of his paternal Love and Affection to the said Lord A. and for preventing the Damage which might accrue to the Family by their Discord, and for the better securing of Peace and Quiet to himself and all his Children, being willing to grant the same: It is therefore mutually agreed between the said Parties to these Presents in Manner and Form following; (that is to say)

1. *Imprimis*, The said H. Earl of N. and H. Lord A. do hereby covenant, grant and agree to and with each other; That for the raising the Sum of 20,000 *l.* for Payment of the Debts in the Schedule annexed, which hath Reference to this Article, and the Payment of the Interest thereof until the same can be discharged, the Fee and Inheritance of the Manor and Lordship of, &c. and all and either of their Estate or Estates in the said County of, &c. and also the Manor of, &c. and divers Lands in, &c. and other the Messuages, Lands and Tenements of him the said Earl in, &c. aforesaid, (except the Capital Messuage of, &c. now in the Tenure of, &c.) shall be granted and conveyed by the Parties to these Presents, to F. H. of, &c. P. R. of, &c. Esq; and C. R. of, &c.

of, &c. Clerk, and their Heirs, *in Trust* forthwith to make Sale of all or any Part of the said Manors, Lands and Premisses to raise the Sum of 20,000*l.* And it is hereby further agreed, That until the said 20,000*l.* be raised by such Sale and Sales, That the Rents, Issues and Profits of the said Manors and Premisses shall be received by the said Trustees, and applied to pay the Interest of the said 20,000*l.* half-yearly; excepting only that no Interest is to be paid or allowed for the Sum of 1500*l.* mentioned in the said Schedule, and Part of the said 20,000*l.* And what of the said Lands shall remain unsold after the said 20,000*l.* shall be raised by such Sales, and all Interest paid as aforesaid; the Remainder of the said Lands (if any) shall be and remain to the said H. Lord A. for Life, with Remainder to his first and other Sons in Tail-Male successively, with like Remainders over in Tail-Male to all other the Sons and Brothers of the said Earl of N. for Life, with Remainders to their first and other Sons in Tail, with other Remainders over in such Manner as the Castle and Manor of, &c. is limited by the said Earl's Marriage Settlement, made, &c. And it is further agreed between the said Parties, That the said H. Earl of N. will yearly pay out of the Revenue of his other Estate to the said Trustees the yearly Sum of 250*l.* towards the discharging of the Interest of the said Debt of 20,000*l.*

*Provided* always, And it is hereby agreed, That upon Sale of any Part of the Premisses, so much as the Interest of the Money raised at 6*l. per Cent.* doth exceed the yearly Rent of the Lands sold, according to the Rents in the Schedule annexed, shall be abated out of the said

said yearly Payment of 250*l.* until the whole Payment by that Means shall cease.

2. *Item*, It is agreed by and between the said Earl of N. and Lord A. That the Manors of, &c. and the Rectory of, &c. with their Appurtenances, in the County of, &c. in the Schedule hereunto annexed, which referreth to this Article, shall be conveyed and released by the said Lord A. to the said Earl of N. as the Counsel of the said Earl shall advise.

3. *Item*, It is agreed by and between the said Parties to these Presents, That the Manors of, &c. with the Rights, Members and Appurtenances thereof, which are to be ascertained and mentioned in a Schedule, to be hereunto annexed, and have Reference to this Article, shall be conveyed to the Honourable J. H. Esq; in Fee; and that the Sum of 5000*l.* which the Premises are now in Mortgage for, shall be paid and discharged out of the first Money that shall be raised out of the Trust for making Leases of the N. Estate, mentioned hereafter in the sixth Article; and that the Premises to be conveyed to the said J. H. shall be charged and chargeable with the Annuities of 300*l.* *per Ann.* mentioned in one other of the Schedules hereunto annexed, which likewise hath Reference to this Article.

4. *Item*, It is agreed by the said H. Earl of N. and H. Lord A. That the Manors, Lands, Tenements and Hereditaments in the County of, &c. whereof the said Earl is now Tenant for Life in Possession, mentioned in a Schedule hereunto annexed, shall be conveyed by the said Lord A. and T. H. by Lease for 99 Years, to A. B. &c. as a Security for Payment of 1000*l.* *per Ann.* after the Death of the said Earl



Earl, to such Person or Persons as the said Earl shall by Deed or Will appoint; and for Want of such Appointment, To the Lady N. that now is, her Executors and Administrators for the Term of, &c. to commence from, &c. the said 1000*l. per Ann.* to be paid half-yearly at *Lady-Day* and *Michaelmas*, and the first Payment thereof to be made at the first of the said Days, which shall next happen after the Death of the said Earl.

5. *Item*, Whereas the Manors of, &c. are charged with several Annuities, amounting to 1000*l. per Ann.* to the Brothers of the said Earl, viz. 400*l. per Ann.* to the Honourable J.H. Esq; &c. It is agreed between the said Parties to these Presents, That the Manor of, &c. and all other Lands, Tenements and Hereditaments, settled on the said Lord A. in Fee upon his Marriage, charged with a Mortgage of, &c. (for the Payment of which said Debt Provision is made in the first Article) expressed in a Schedule annexed, shall be conveyed by the said Parties to these Presents, and their Trustees to A. B. C. D. &c. To hold the said Premises to them the said A. B. C. D. &c. and their Heirs; *in Trust*, to receive the Rents, Issues and Profits of all and every the said Manors and Premises, and therewith to pay the afore-said Annuities, amounting in the whole to 1000*l. per Ann.* from Time to Time, as the same shall become due and payable, and for securing and discharging the said Manors of, &c. of and from the same, and also for Payment of 300*l. per Ann.* for the Annuities mentioned to the Schedule relating to this Article; and afterwards for the indemnifying the said Earl, his Executors and Administrators of and from

from all Suits now depending, or that shall hereafter be depending, or brought either in Law or Equity by all or any the Brothers of the said Earl of N. or by his Sister the Lady E. M. their or any of their Heirs, Executors, Administrators or Assigns, or any the said Earl's Trustees, for or concerning the Rents and Profits of any Manors, Lands or Tenements, within the County of, &c. or any other the Real or Personal Estate of or belonging to T. late Earl of N. Father of the said H. Earl of N. Party to these Presents, or any or either of them, or any other Demand whatsoever, for or upon Account of the said Real or Personal Estates, or either of them. *And* it is hereby also agreed that the said Trustees shall have Power, either by receiving of the Profits, Mortgage or Sale of all or any the said last mentioned Premises, to pay and satisfy the said Annuities, and all Arrears of the same, if any; and are also to reimburse and make good to the said Earl, his Executors, Administrators or Assigns, whatsoever he or they shall from Time to Time be damnified, or that shall be recovered against them, with what Costs and Charges he or they shall expend or be put unto by any of the said Earl's Brothers or Sister, their Heirs, Executors, Administrators or Assigns, for or upon Account of any the Estates, Real or Personal, as aforesaid: And after the said Annuities, and all Arrears of the same paid off, and the said Earl, his Executors, Administrators and Assigns reimbursed their said Damnifications, or what shall be recovered against them, as aforesaid; Then as to the said Manor of, &c. the same to remain to the said Lord A. in Fee. And as to the said Fee-simple Lands

Lands in, &c. to the said Lord A. for Life, with Remainder in Tail-Male to his first and other Sons, with Remainder to all the other Sons and Brothers of the said Earl, with Remainders to their first and other Sons, as the said Castle and Manor of, &c. is limited by the said Lord A.'s Marriage-Settlement made in the Year, &c. *And whereas* the present Rents of the said Premises are not judged sufficient for the discharging of the said Annuities; it is therefore hereby agreed by the said Lord A. that he the said Lord A. his Heirs, Executors or Administrators, shall and will pay the yearly Sum of, &c. for and towards the discharging of the said Annuities, and to make up what the Rents and Profits of the Premises mentioned in this Article shall fall short, or fail to pay and satisfy. *And* it is further agreed between the said Parties, That the Manor of, &c. shall be conveyed by Lease for 99 Years to the said Trustees, for the better enabling them to discharge the said Annuities, until by the Death of some of the Persons to whom the said Annuities are payable, they shall be lessened at least the Sum of 200 *l. per Ann.* And then the said Lease of the said Manor of, &c. for 99 Years to cease and be void.

6. *Item,* It is agreed by and between the said Parties, That all and every the Castles, Manors, Lands, Tenements and Hereditaments in the Counties of, &c. of the said Earl's (except, &c. agreed to be conveyed to the said T. H. and his Heirs) shall be conveyed by the said Earl of N. and Lord A. to certain Trustees to be indifferently named as aforesaid, and their Heirs; upon Trust, in the first Place, That the said Trustees shall and may Lease all

or any Part of the Premisses for any Term or Number of Years not exceeding the Term of, &c. to be accounted from, &c. for raising the Sum of, &c. due upon several Mortgages mentioned in the Schedule hereunto annexed, which hath Reference to this Article, The first Monies raised thereby to be imployed for the discharging of the Mortgage upon, &c. Estate, agreed to be conveyed to the said T. H. and the Rents, Issues and Profits of all and every the said Premisses in, &c. to be received and applied to pay and discharge the Interest of the said Debts. And it is hereby further agreed between the said Parties to these Presents, That the said Manors of, &c. and all Lands thereto belonging, charged nevertheless with the aforesaid Terms of 99 Years, mentioned in the fifth Article, as also the Manor and Rectory of, &c. and all Lands thereto belonging, or reputed as Part or Parcel of the same, shall be conveyed to Trustees to be named by the said Earl, and their Heirs; *In Trust*, that the Rents and Profits thereof (as well as of all other the said Premisses in, &c. hereby directed to be conveyed to the said other Trustees, until the said, &c. be raised and paid) to be received and applied by the said Trustees to pay off the Interest that shall from Time to Time become due upon the said Mortgages, or for the said Debts; and that after the said, &c. shall be raised and paid, That then all the said Trustees to be named in both Conveyances, intended by this present Article, shall by Perception of Profits, Sale or Mortgage (as may be requisite) of all or any of the said Manors and Premisses in the said Counties of, &c. (except, &c.) as well those in Possession as the Reversions of the



the aforesaid Leases to be made by the said Trustees for Terms not exceeding, &c. and the Rents reserved upon the same, as also the Manors of, &c. and the said Manor and Rectory of, &c. or all or any the aforesaid Premises, raise and pay so much of the said 20,000 *l.* mentioned in the first Article, as the Manors, Lands and Premises, therein appointed to be sold, shall not be sufficient to raise and pay, as also the Residue of the said, &c. which shall not be raised by the making of the said Leases for a Term not exceeding, &c. and in the next Place for the Payment of the said 1000 *l.* Annuities, and discharging the said Manors of, &c. of and from the same; and for saving harmless and indemnifying the said Earl, his Executors, Administrators and Assigns, and Trustees, of and from all Suits, Claims and Demands of his said Brothers and Sister, their Heirs, Executors, Administrators and Assigns, in respect to the said Annuities which are mentioned in the fifth Article, in Aid of the said other Estate therein appointed and set apart for that Purpose; as also for the Payment of the said 1000 *l. per Ann.* for the Term of, &c. mentioned in the fourth Article to be payable to such Person or Persons as the said Earl shall appoint, or in Default of such Appointment to the said Lady N. in Aid of the Estate mentioned in the said Article to be leased for 99 Years for that Purpose; and after those Trusts performed, Then all and every the said Manors and Premises that shall remain to be conveyed by the said Trustees in both the said Conveyances, shall be settled on, or to the Use of the said Lord A. for Life, with Remainders to his first and other Sons in Tail-Male, Remainder to the said

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Earl's other Sons and Brothers in Tail, in such Manner as the said Castle and Manor of, &c. is settled by the said Lord A.'s Marriage-Settlement, in, &c. with Powers for any Tenant for Life, or in Tail in Possession, to make Leases for 21 Years, or three Lives in Possession, as Tenants in Tail by Law may do: *And* the said Lord A. doth hereby further agree, that he the said Lord A. shall and will demise and grant all that the Manor of, &c. mentioned in a Schedule annexed to the said Lord A.'s Marriage-Settlement, to Trustees to be named by the said Earl of N. for the Term of 99 Years, if he the said Lord A. shall live so long, for the better securing the said Earl, his Executors, Administrators and Assigns, of and from the said Suits and Demands of his said Brothers and Sister, their or any of their Heirs, Executors or Administrators, according as is mentioned and intended in and by the said fifth Article. *And* it is hereby also agreed between the said Parties, That all and every the said Mortgages of all or any the said Premisses (except those of the Estate herein after mentioned to be conveyed to the said T. H.) when paid off, shall be either surrendered or assigned, *In Trust*, for the protecting of the said Leases to be made by the said Trustees: And for the better securing the Trusts, and due Performance of all and every the Matters and Things in this present Article, and the said Mortgages of the said T. H.'s Estate to be assigned as he shall appoint.

7. *Item*, It is agreed between the said Parties, That the Lord A. shall release all his Claims and Pretensions to all or any Part of the said Earl of N.'s personal Estate whatsoever; and also shall release all Claims to the Earl's real Estate

Estate whatsoever, except what is settled by Act of Parliament, or by the said Lord A.'s Marriage Settlement; and except what is not herein by any Article agreed to be conveyed and settled; and shall at the Costs and Charges of the said Earl join with the said Earl, and confirm by sufficient Assurances, as Counsel shall advise, all Settlements that are already, or that hereafter shall be made by the said Earl of N. of all or any of the Real or Personal Estate of the said Earl, not being contrary to these Articles of Agreement.

8. *Item*, It is agreed between the said Parties to these Presents, That the said Earl of N. shall have and receive all Arrears of Rents and Fines that are now due or payable for any of the Estates, that the said Earl shall pass away by this Agreement, free from the Claim of the Lord A. and the Trustees to whom any Part of the said Estates shall be conveyed.

9. *Item*, Whereas in an Act of Parliament 3 & 4 *Willielmi & Marie*, for annexing the Castles, Lordships, Manors, Lands and Tenements, in the County of, &c. and A. House in, &c. (amongst other Things) there is reserved 200 *l. per Ann.* payable out of the Rents, Issues and Profits of the said Premises, for the repairing of a Castle; It is agreed between the said Parties to these Presents, That the said Lord A. shall and will discharge the said Earl, his Executors and Administrators, from the Payment of all the Arrears of the said 200 *l. per Ann.* payable for the Uses aforesaid.

10. *Item*, It is agreed by and between the said Parties, That the said Lord A. shall seal and execute to the said H. Earl of N. a Release of all Breaches of Covenants contained in the

said Marriage-Settlement made in the Year, &c. and all other Demands of what Nature soever to the 25<sup>th</sup> Day of *March* last past; except to the said Earl's Covenant contained in the said Marriage-Settlement for making further Assurance: And the said Earl doth herely agree to give to the said Lord A. a general Release to the said 25<sup>th</sup> Day of *March* aforesaid, as Counsel shall advise. *And* it is hereby further agreed, That all and every the said Trustees shall and may in the first Place pay and discharge out of the said respective Estates, all such Sum and Sums of Money, as they shall expend or pay in and about the Execution of the respective Trusts herein contained.

II. *And lastly*, The said H. Lord A. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, That he the said H. Lord A. before the End of *Easter* Term next shall and will procure the Right Honourable T. Earl of P. and in Case of his Death, other sufficient Consent of Parties, for revoking the Uses contained in the said Marriage-Settlement, and to join in such Deed or Deeds of Revocation, with the said Earl of N. and Lord A. of all and every the said Manors of, &c. and other the Premises aforesaid; for which there is a Power to revoke the Uses thereof in the said Marriage-Settlement, in order to enable a due Performance of these Presents, according to the true Intent and Meaning of the same. And it is declared and agreed, That the aforesaid Conveyances and Settlements hereby agreed to be made, shall contain such reasonable Covenants, and such Provisions shall be made for preserving contingent Remainders as Counsel shall advise. *In Witnesses, &c.*

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*Articles of Marriage, made between the intended Husband's Father and Wife's Mother, (the Wife being under Age) for settling a considerable Estate; Part whereof, to the Use of the Husband's Father and Mother for Life; Remainder to the Husband for Life; Remainder to the Wife for Life; Remainder to Heirs Males; Remainder to the right Heirs of the Husband: With Terms to Trustees for the separate Use of the Wife; and for raising Portions for Daughters. Other Part of the Estate, to the Husband and Wife, and their Heirs Males; with Remainder to the Heirs Males of the Husband by any other Wife; Remainder to his Brother, and Heirs Males, &c. And the Wife's Fortune consisting of Lands and Money, the Lands to be settled to the same Uses; and the Money, to be laid out in a Purchase of Lands, to be settled on the Husband and Wife, and his Heirs Males; Remainder to his right Heirs: And Power is given to the Husband, after the Wife's Decease, to make a Settlement on any other Wife; and to revoke the Uses of this Settlement as to Part of the Lands, on settling other Lands to the like Uses; and to charge the Lands with Sums of Money, and Annuities for younger Sons, &c.*

*Articles of Agreement Tripartite, indented, had, made, concluded and agreed upon this Day, &c. Between Sir R. D. of, &c. Baronet, of the first Part; R. D. Esq; Son and Heir apparent of the said Sir R. D. on the Body of Dame P. his Wife begotten, of the second Part; and Dame L. R. of, &c. Widow, the late Wife and Reli<sup>ce</sup>, and Administratrix of the Goods and Chattels of Sir J. R. late of, &c. aforesaid, Baronet, deceased, and also Administratrix of the Goods and Chattels of Sir J. R. Baronet, her late Son deceased, of the third Part.*

**I** Mprimis; Whereas there is a Marriage (by the Grace of God) intended shortly to be had

had and solemnized between the said R. D. and D. R. single Woman, Daughter of the said Dame L. R. and Sister of the said Sir J. R. It is therefore agreed by and between the said Parties in Manner and Form following; (that is to say)

1. *The said Sir R. D. in Consideration of the said intended Marriage, and of the Portion and Settlement herein after agreed to be paid, and made by the said Dame L. R. and the said D. doth for himself, his Heirs and Assigns, covenant, grant and agree to and with the said Dame L. R. That in Case the said Marriage shall take Effect, that then he the said Sir R. D. shall and will at his own Costs and Charges, and in such Manner as the Counsel of the said Dame L. R. shall advise, settle, convey and assure as many Messuages, Farms and Lands in the said County of, &c. as shall be of the clear yearly Value of 1200*l.* per Ann. (publick Taxes excepted) and free from all Incumbrances, To the Uses following; (that is to say) To the Use and Behoof of the said R. D. and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of Trustees therein to be named, and their Heirs, during his Life, In Trust to preserve and support the contingent Remainders herein after mentioned: And after his Death, to the Use and Behoof of the said D. his intended Wife for her Life for Part of her Jointure; And after the Deceases of the said R. and D. then to the Use of the first, second, and all other the Son and Sons of the said R. D. on the Body of the said D. begotten, in Tail-Male, to take according to the Seniority of Age of such Son and Sons successively: And for*

for Default of such Issue Male, *then* to the Use of certain Trustees therein to be named for the Term of 500 Years, *In* Trust for all and every the Daughter and Daughters of the said R. D. on the Body of the said D. begotten; but to be defeasible on Payment of the Sum and Sums of Money herein after mentioned for the Portion and Portions of such Daughter and Daughters; (that is to say) In Case there shall be but one such Daughter, the Sum of 12,000*l.* and in Case there shall be two such Daughters, the Sum of 14,000*l.* equally to be divided between them; and in Case there shall be three or more such Daughters, then the Sum of 16000*l.* equally to be divided amongst them Share and Share alike, and to be made payable at their several Ages of 21 Years or Days of Marriage first happening respectively, with Interest thereof after the Rate of 4*l. per Cent. per Annum* in the mean Time for their Maintenance: And after the Determination of the said Term of 500 Years, *then* to the Use and Behoof of the first, second, and other Sons of the said R. D. on the Body of any other Wife begotten, in Tail-Male, to take severally and successively according to Seniority of Age; and for Default of such Issue, with Remainder to the right Heirs of the said Sir R. D. for ever.

2. *Item*; Whereas the said Sir R. D. and Dame P. his Wife are seized for the Lives and the Life of the Survivor of them, with Remainder to the said R. D. and the Heirs of his Body, with other Remainders over, of and in several Manors, Lands, Tenements and Hereditaments in the said County of, &c. of the yearly Value of 2500*l. per Annum*; It is therefore further agreed between the said Parties to

these Presents, That they the said Sir R. D. and Dame P. his Wife, and R. D. shall and will at the Costs and Charges of the said Sir R. D. within six Months after the Solemnization of the said intended Marriage, by sufficient Ways and Means in the Law as Counsel advise, settle, convey and assure the said Manors, Messuages, Lands, Tenements and Hereditaments, to the Uses following; (that is to say) To the Use of the said Sir R. D. and his Assigns for the Term of his natural Life, without Impeachment of Waste, and with Power to commit Waste: And after his Death, To the Use of the said Dame P. his Wife, for and during the Term of her natural Life: And after her Decease, To the Use of the said R. D. for his Life, without Impeachment of Waste: And after the Determination of that Estate, To the Use of certain Trustees therein to be named, and their Heirs, for and during the natural Life of the said R. D. *In Trust* only for Preservation and Support of the contingent Uses herein after appointed: And from and after the Decease of the said R. D. To the Use of the first, second and other Sons of the Body of the said R. D. on the Body of the said D. begotten, in Tail-Male, to take severally and successively as they shall be in Seniority of Age: And for Default of such Issue, To the Use of the first, and other Sons of the said R. D. on the Body of any other Wife begotten, in Tail-Male, to take severally and successively as they shall be in Seniority of Age: And for Default of such Issue, for the Use of T. D. second Son of the said Sir R. D. for and during the Term of his natural Life, without Impeachment of Waste: And after the Determination



nation of that Estate, To the Use of certain Trustees therein to be named, and their Heirs, during the natural Life of the said T. D. *In Trust* for the Preservation and Support of the contingent Remainders herein after appointed: And from and after the Decease of the said T. D. *then* to the Use and Behoof of R. D. the younger Son of the said T. D. for and during the Term of his natural Life, without Impediment of Waste; and after the Determination of that Estate, *then* to the Use of certain Trustees therein to be named during the natural Life of the said R. D. the younger, *In Trust* to preserve and support the contingent Uses after mentioned: And after the Decease of the said R. D. the younger, *then* to the Use of the first and other Sons of the said R. D. the younger, in Tail-Male, to take severally and successively according to Seniority of Age: And for Default of such Issue, *then* to the Use of the second, and all and every Son and Sons of the said T. D. in Tail-Male, to take severally and successively as each of them shall be in Seniority of Age: And for Default of such Issue, *then* to the Use and Behoof of the Heirs of the Body of the said Sir R. D. on the Body of Dame P. begotten, with Remainder to his own right Heirs for ever. *But* in the said intended Settlement, there shall be a Power reserved to the said R. D. that in Case the said D. shall happen to die in the Life-time of the said R. without any Issue Male of her Body by the said R. begotten; That it shall and may be lawful for him the said R. to limit and appoint such Parts of the Manors and Lands herein before agreed to be settled as aforesaid, to such Woman or Women he shall after-

afterwards intermarry withal for her Life, for a Jointure, not exceeding the yearly Value of 100*l.* for each and every 1000*l.* she shall be worth in Money or Lands to the said R. at the Time of their Intermarriage.

3. *And whereas* the said D. R. as one of the Sisters and Coheirs of the said Sir J. R. is seised in Fee-Simple of and in one Fifth Part of *All* and every the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments, whereof the said Sir J. R. dy'd seised in the Counties of, &c. and elsewhere in the Kingdom of *England*; which said fifth Part is computed to be of the yearly Value of 600*l.* *And whereas* she the said D. as one of the Daughters of the said Sir J. R. and as one of the Sisters of the said Sir J. R. is also entitled unto, and interessed in, a proportionable Share of the Personal Estates, as well of the said Sir J. R. her Father, as of the said Sir J. R. her Brother, both whose Personal Estates will amount in the whole to thirty thousand Pounds, or thereabout: *It is* therefore further agreed, and the said Dame L. R. doth hereby covenant with the said Sir R. D. That in Case the said intended Marriage shall take Effect, that then she the said D. shall and will, as soon as she shall attain the Age of 21 Years, settle, convey and assure, in such Manner as Counsel shall advise, *All* that her said fifth Part of all and every the said Manors, Messuages, Lands, Tenements and Hereditaments, whereof her said Brother dy'd seised, or whereto she is entitled, as one of the Sisters and Coheirs of the said Sir J. R. to the Uses following; (that is to say) To the Use of the said R. D. and his Assigns, for and during the Term of his natural Life, without Impeachment

peachment of Waste: And after the Determination of that Estate, To the Use of certain Trustees therein to be named, and their Heirs, during his Life, *In Trust* to preserve and support the contingent Remainders afterwards appointed: And from and after the Decease of the said R. D. *then* to the Use of the said D. and her Assigns, for and during the Term of her natural Life: And from and after her Decease, *then* to the Use of the first, second, and all and every other Son and Sons of the Body of the said R. D. on the Body of the said D. begotten, in Tail Male, to take severally and successively one after another, as they and each of them shall be in seniority of Age: And for Default of such Issue, *then* to the Use of certain Trustees therein to be named for the Term of 1000 Years, *In Trust* for all and every the Daughter and Daughters of the said R. D. on on the Body of the said D. begotten: Which Term is to be defeasible and become void on Payment of the said several Sums of Money, for the Portion or Portions of such Daughter and Daughters, by such Proportions, and in such Manner, as by the Settlement so as aforesaid agreed to be made by the said Sir R. D. are intended to be raised and paid; with such Interest for the same as is thereby agreed, as and for a further Security for Payment of the same Portions and Interest respectively; with Remainders to the said R. D. and his Heirs.

4. *Item*, It is further agreed by and between the said Parties to these Presents, That all such Share and Part of the said D. in and to as well the Personal Estate of the said Sir J. R. her Father, as of the said Sir J. R. her Brother, shall forthwith, after the Solemnization of the said intended

intended Marriage, be paid into the Hands of the said Sir R. D. and R. D. who are (as soon as conveniently may be) to lay out the same in purchasing of some Messuages, Lands, Tenements, or other Hereditaments, which immediately after such Purchase made, shall be settled and assured by the Advice of good Counsel, To the Uses following; (that is to say) To the Use of the said R. D. for his Life: And after the Determination of that Estate, To the Use of certain Trustees therein to be named, and their Heirs, during his Life, *In Trust* to preserve the contingent Remainders afterwards appointed: And after the Death of the said R. D. *then* to the Use of the first, second, and all and every other Son and Sons of the said R. D. on the Body of the said D. begotten, in Tail Male, to take as they and each of them severally and successively shall be in Seniority of Age: And for Default of such Issue, *then* to the Use of certain Trustees therein to be named, for the Term of 1000 Years, *In Trust* for all and every the Daughter and Daughters of the said R. D. on the Body of the said D. begotten; Which Term is also to be defeasible on Payment of the said several Sums of Money for the Portion and Portions of such Daughter and Daughters, by such Proportions, and in such Manner as are by the aforesaid Settlement to be made by the said Sir R. D. agreed and intended to be raised and paid, with Interest for the same, and as a further Security for Payment of them; and in Case there shall be no such Daughter or Daughters, or having such Daughter or Daughters, they shall all die before either of their Portions shall become payable, *then* to the Use of the said D. for her Life;



Life; and after her Death, To the Use of the first, second, and all and every other Son or Sons of the said R. D. on any other Wife to be begotten, in Tail Male, to take severally and successively after each other, as they shall be in Seniority of Age: And for Default of such Issue, To the Use of the said R. D. his Heirs and Assigns for ever, And until such Purchase and Settlement shall be made as aforesaid, such Moneys are to be placed out in Trustees Names, and the Interest thereof to be paid to, and received by the said R. D. and such other Person and Persons as would be entitled to receive the Rents and Profits of the Lands, in Case such Purchase and Settlement were actually made.

5. *Item*, That in the said Settlement hereby intended to be made, as well by the said Sir R. D. as in the said Settlement intended to be made by the said D. of the Manors and Lands descended to her as aforesaid, there shall be Clauses inserted, That in Case the said R. D. shall have more Sons than one, or shall have a Son and one or more Daughters, on the Body of the said D. begotten; that then he the said R. D. shall or may be empowered by any Deed or Deeds in Writing, or by his last Will in Writing, to charge all or any of the Manors and Lands therein mentioned, with such Portion and Portions for Daughters or younger Sons between them begotten as he shall think fit, not exceeding in the whole, the Sum of 10,000 *l.* or to charge any Annuity or Annuities to be payable to such younger Son or Sons as he shall think fit, not exceeding in the whole the yearly Sum of 1000 *l.* and to be made payable to them during the Life or Lives only

only of such Son or Sons respectively, to take Commencement after the Death of the said D.

6. *Item*, It is further agreed between the said Parties to these Presents, that in the said intended Settlement to be made of the Manors and Lands descended to the said D. as aforesaid, a Proviso or Clause shall be inserted, That in Case the said Sir R. D. and R. D. or either of them, shall at any Time during the joint Lives of them the said R. and D. settle, convey and assure any Manors, Messuages, Lands, Tenements or other Hereditaments in the Counties of, &c. or either of them, of as great an yearly Value or more than the said Manors and Lands to her the said D. descended as aforesaid amounts unto, to the same Uses, and upon the like Intents, Trusts and Purposes, as the same are herein before agreed to be settled, free from all Incumbrances: *That* then it shall and may be lawful to and for the said R. D. and D. his intended Wife, with the Approbation and Consent of the said Sir R. D. and Dame L. R. or the Survivor of them, to revoke and make void all and every the Use and Uses, Intents and Purposes, which are agreed to be declared by the said intended Settlement to be made of the said Manors and Lands descended to the said D. as aforesaid, and to declare any such new or other Use or Uses thereof, as they the said Sir R. D. R. D. and D. his intended Wife, shall think fit.

7. *Item*, That in the said intended Settlements, a Power shall be given to the said R. D. during his Life, and after his Death for the said D. during her Life, to grant any Lease or Leases of the said Premisses, to be settled as aforesaid, or any Part thereof, for any Term  
or

or Number of Years not exceeding 21 Years, so as such Leases be not made without Impeachment of Waste, and so as there be therein reserved the best and utmost Values of the Lands therein mentioned to be demised, payable to such Person and Persons to whom the Premises so leased shall belong, pursuant to the Uses herein before agreed for the Time being, with usual Clauses of Distress and Re-entry for Non-payment, and so as Counterparts of all such Leases be duly made and executed by the several Lessees respectively.

8. *Item*, It is hereby further agreed and declared by and between the said Parties to these Presents; That in Case the said fifth Part of the Manors and Lands descended to the said D. as aforesaid, shall not appear to be of the yearly Value of 600*l.* or not worth to be sold 12000*l.* That then there shall and ought to be abated out of the said Manors and Lands herein before agreed to be settled by the said Sir R. D. on the said R. D. and D. in Possession as aforesaid, such a Proportion of the said 1200*l.* *per Annum*, as will reduce it to the same, according to the Value of 200*l.* *per Ann.* for each and every 100*l.* *per Ann.* that the Lands descended to the said D. fall short of 600*l.* *per Ann.*

9. *Item*, The said Dame L. R. doth hereby covenant and agree with the said Sir R. D. That the Personal Estates of the said Sir J. R. and Sir J. R. at this Time exceed the Value of 23000*l.*

10. *Item*, It is further agreed, That in Case the said D's Share of her said Father's and Brother's Personal Estates will not extend to purchase Lands of the yearly Value of 400*l.* to be

be settled in Manner aforesaid; *That* then the said Sir R. D. shall and ought to settle upon the eldest Son of the said R. D. on the said D. begotten, so many Lands as shall make up the said Lands so to be purchased 400 *l. per Ann.* to be held and enjoy'd after the Death of the said R. D. by such eldest Son, during the joint Lives of the said D. and of the said Sir R. D. and such eldest Son; or in Default thereof, shall and will pay yearly to such eldest Son, during their said three joint Lives, so much Money as will make up such Deficiency 400 *l. per Ann.* for the better Maintenance and Education of such eldest Son. *In Witness, &c.*

*The Consent of the intended Wife (being of Age) to the preceding Articles; and her Covenant to perform the same, made by Way of Indorsement.*

**K**NOW all Men by these Presents, That I the within named D. R. since the sealing and delivery of the within written Articles, having attained my full Age of 21 Years, have read over and duly consider'd the said Articles, and all the Covenants, Clauses and Agreements within contained, which by and on the Part and Behalf of the within named Dame L. R. my Mother, are to be performed; and do hereby declare, That I am fully satisfy'd therein, and contented therewith, and do fully consent thereto, and am willing the same shall be performed on my Part. *And* as a further Manifestation of my Consent and Approbation, I do hereby, in Consideration of the intended Marriage within agreed to be had and solemnized between me and the within named R. D.



R. D. for myself, my Heirs, Executors, and Administrators, covenant, grant and agree, to and with the said within named Sir R. D. his Heirs, Executors and Administrators, That I the said D. shall and will within six Months after the Solemnization of the said intended Marriage, by such Conveyances, Ways and Means in the Law, as the Counsel of the said Sir R. D. shall reasonably advise, convey, settle and assure *All* that my full fifth Part, the Whole in five equal Parts to be divided, of *All* and every the Manors, Lands, Tenements and Hereditaments, in the Counties of, &c. and elsewhere, in the Kingdom of *England*, to the several Uses, and upon the several Trusts, and for the several Ends, Intents and Purposes within agreed, and in the same Manner as the within named Dame L. R. hath agreed and covenanted, and undertaken, shall be done, performed and executed by me the said D. *And further*, That my Share, Part and Proportion of and in the Personal Estates of the within named Sir J. R. and Sir J. R. shall be applied and disposed in such Manner as by the within written Articles are agreed and appointed. *In Witness, &c.*

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Marriage-

## Marriage-Settlements, Jointures, &amp;c.

*A Marriage-Settlement by Fine and Recovery, of several Manors and Lands, made by the intended Husband's Father, in Pursuance and Part of Performance of the preceding Articles; To the intended Husband for Life; Remainder to the Wife for her Jointure; Remainder to his Heirs Males; Remainder to the other Sons of the Husband's Father, and their Heirs Males; Remainder to the Daughters; Remainder to his right Heirs: And a Term of 99 Years of Part of the Lands is limited to Trustees, for the separate Use of the Wife; with Proviso for the Husband, If he survives his Wife, to make a Settlement on any other Wife; and if the Wife dies without Issue Male, for the Husband to revoke this Settlement, and limit new Uses, so as they be to the Heirs Males of his Family: And Proviso by Deed or Will to create a Term of 100 Years to charge the Estate with 10000*l.* Portions for younger Sons, and 1000*l.* per Annum Annuities; and Power to make Leases for 21 Years, &c.*

**T**HIS Indenture Quinquepartite made, &c. Between Sir R. D. of, &c. Bart. and Dame P. his Wife, of the first Part; R. D. Esq; eldest Son and Heir apparent of the said Sir R. D. on the said Dame P. begotten, and D. Wife of the said R. D. who is eldest Daughter of Sir J. R. late of, &c. Bart. deceased, on the Body Dame L. R. his Wife begotten, and one of the Sisters and Co-heirs of Sir J. R. Bart. her late Brother deceased, of the second Part; J. Y. of, &c. Gent. and J. E. of, &c. Gent. of the third Part;

Part; the said Dame L. R. Sir J. S. of, &c. Bart. and T. E. the elder, of, &c. Esq; of the fourth Part; and T. E. the younger, and W. E. both of, &c. Esqs. Sir S. P. of, &c. Bart. and A. D. of, &c. Esq; of the fifth Part. *Witnesseth*, That for and in Consideration of a Marriage already had and solemnized between the said R. D. and D. his Wife, and in Pursuance and Part of Performance of certain Articles of Agreement made on the Contract of the said Marriage, bearing Date, &c. last past, and made or mentioned to be made between the said Sir R. D. of the first Part, the said R. D. of the second Part, and the said Dame L. R. of the third Part: And in Consideration also of the Sum of 5000 *l.* of, &c. to the said R. D. in Hand paid by the said Dame L. R. as and in Part of the Marriage-Portion of the said D. and in full of her Share and Proportion, as well of the Personal Estate of her said late Father Sir J. R. deceased, as of her said late Brother Sir J. R. deceased; the Receipt whereof he the said R. D. doth hereby confess and acknowledge, being the same Sum of 5000 *l.* mentioned to be paid to the said R. D. by the said Dame L. R. in and by certain Indentures Quadrupartite, bearing equal Date with these Presents, and made or mentioned to be made between, &c. And in Consideration also, That the said D. D. hath conveyed, or agreed to convey, *All* that her fifth Part, Share and Proportion, and all her other Share, Part and Proportion of all and every the Manors, Messuages, Lands, Tenements and Hereditaments, which descended to her as one of the Sisters and Coheirs of the said Sir J. R. To such Uses, and upon such Trusts, and for such

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Ends,

Ends, Intents and Purposes, as in and by the said Marriage-Articles are agreed, expressed and declared: And for the settling and assuring of the Manors, Lands, Tenements and Hereditaments herein after mentioned, to and upon the several Uses, Intents, Trusts and Purposes herein after limited, expressed and declared, pursuant to the said Marriage-Articles above mentioned; *They* the said Sir R. D. and R. D. do, and either of them doth, for themselves, their Heirs and Assigns, covenant, grant and agree to and with the said J. Y. and J. E. their Heirs and Assigns; and the said Dame P. Wife of the said Sir R. D. doth hereby consent and agree, That the said R. D. and Dame P. his Wife, and R. D. shall and will on this Side, and before the End of *Hilary* Term next coming, in due Form of Law acknowledge and levy before His Majesty's Justices of his Court of *Common-Pleas* at *Westminster*, unto the said J. Y. and J. E. and their Heirs, or to the Heirs of one of them, One Fine *Sur Conuzance de Droit come ceo &c.* with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* that the Manor of, &c. And of all those the Manors of, &c. And of all other the Manors, Messuages, &c. of the said R. D. in the Counties of &c. And of the Reversion and Reversions, &c. of all and singular the said Manors and Premisses, and every Part and Parcel thereof, by such Name and Names, Quantities, Qualities and Number of Manors, Messuages, Acres and Things, and in such Sort, Manner and Form, as by the Council learned in the Law of the said J. Y. and J. E. shall be advised and thought



thought fit. *Which* said Fine so to be had and levied in Manner aforesaid, or in any other Manner to be had and levied of the said Manors and Premisses above mentioned, with the Appurtenances; *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the only proper Use and Behoof of the said J. Y. and J. E. their Heirs and Assigns, whereby to make them Tenants of the Freehold of the said Premisses: *Yet nevertheless* to this End, Intent and Purpose, That the said J. Y. and J. E. shall and will on this Side, and before the End of *Hillary* Term next coming, permit and suffer the said Sir J. S. and T. E. the elder, in due Form of Law to sue forth and prosecute one Writ of Entry *Sur Disseisin in le post*, returnable before His Majesty's said Justices of his said Court of *Common Pleas* at *Westminster*, against them the said J. Y. and J. E. of *All* and singular the said Manors and Premisses above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, by such Names, Quantities, Qualities and Number of Manors, Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said Sir J. S. and T. E. the Elder, or their Counsel learned in the Law shall be reasonably devised, or advised and required. *Unto* and upon which said Writ of Entry so to be brought, the said J. Y. and J. E. shall appear and vouch to Warranty the said R. D. and the said R. D. shall appear *gratis*, and enter into the said Warranty; and after his Entry into the said Warranty, shall vouch over the common Vouchee, who shall likewise appear and enter into the said Warranty and imparl, and afterwards make De-

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fault,

fault, to the End one perfect Common Recovery, with double Voucher, shall and may thereof be had, prosecuted and suffered in all Things, according to the usual Order and Form of Common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; and the same Recovery shall also be executed in due Form of Law, by one Writ of *Habere facias Seisinam* accordingly. *And* it is fully covenanted, granted, concluded and agreed upon and declared, by and between the said Parties to these Presents, for themselves, their Heirs and Assigns, That the said Recovery so or in any other Manner and Form to be had and suffered, and also all and every other Recovery or Recoveries to be hereafter executed, had or suffered, of the said Manors and Premisses, or any Part thereof, by or between the said Parties to these Presents, or by or between them or any of them, and any other Person or Persons, on this Side and before the End of *Hillary* Term next coming; and the full Force of them and every of them, and all other Assurance and Assurances of the said Premisses, or any Part thereof, had or to be had or made between the said Parties, or any of them; *Shall be* and enure, and shall be adjudged, esteemed and taken, and are meant and intended to be and enure, to, for and upon the several Uses, Intents, Trusts and Purposes, and subject to the several Provisoos and Agreements herein after particularly mentioned, limited, expressed and declared; (that is to say) *As for and concerning* all those several Parts and Parcels of the said Manors and Premisses above mentioned herein after mentioned, *viz.* All that Capital

Messuage, &c. in the Possession of, &c. and by him held for the Term of, &c. under the yearly Rent of, &c. And also, &c. with all and every their Appurtenances; And the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, To the Use and Behoof of him the said R. D. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Liberty to commit Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, *Then* to the Use and Behoof of the said Dame L. R. Sir J. S. and T. E. the elder, their Heirs and Assigns, for and during the natural Life of the said R. D. to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries, and bring Actions, as the Case shall require; But nevertheless *in Trust*, to permit and suffer the said R. D. and his Assigns, for and during his natural Life, to receive and take the Rents, Issues and Profits of the said last mentioned Premises, To and for his and their own proper Use and Benefit: And from and after the Decease of the said R. D. *then* to the Use and Behoof of the said D. the Wife of the said R. D. and her Assigns, for and during the Term of her natural Life, in full of her Jointure, and in Satisfaction and Bar of her Dower at the Common Law; And from and after the several Deceases of them the said R. D. and D. his Wife, *then* to the Use and Behoof of the first Son of the Body of the said R. D. on the Body of the said D. his Wife begotten or to be begotten, and the Heirs Male of the Body of

fault, to the End one perfect Common Recovery, with double Voucher, shall and may thereof be had, prosecuted and suffered in all Things, according to the usual Order and Form of Common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; and the same Recovery shall also be executed in due Form of Law, by one Writ of *Habere facias Seisinam* accordingly. *And* it is fully covenanted, granted, concluded and agreed upon and declared, by and between the said Parties to these Presents, for themselves, their Heirs and Assigns, That the said Recovery so or in any other Manner and Form to be had and suffered, and also all and every other Recovery or Recoveries to be hereafter executed, had or suffered, of the said Manors and Premisses, or any Part thereof, by or between the said Parties to these Presents, or by or between them or any of them, and any other Person or Persons, on this Side and before the End of *Hillary* Term next coming; and the full Force of them and every of them, and all other Assurance and Assurances of the said Premisses, or any Part thereof, had or to be had or made between the said Parties, or any of them; *Shall be* and enure, and shall be adjudged, esteemed and taken, and are meant and intended to be and enure, to, for and upon the several Uses, Intents, Trusts and Purposes, and subject to the several Provisoos and Agreements herein after particularly mentioned, limited, expressed and declared; (that is to say) *As for and concerning* all those several Parts and Parcels of the said Manors and Premisses above mentioned herein after mentioned, *viz.* All that Capital

Messuage,



Messuage, &c. in the Possession of, &c. and by him held for the Term of, &c. under the yearly Rent of, &c. And also, &c. with all and every their Appurtenances; And the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, To the Use and Behoof of him the said R. D. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Liberty to commit Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, *Then* to the Use and Behoof of the said Dame L. R. Sir J. S. and T. E. the elder, their Heirs and Assigns, for and during the natural Life of the said R. D. to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries, and bring Actions, as the Case shall require; But nevertheless *in Trust*, to permit and suffer the said R. D. and his Assigns, for and during his natural Life, to receive and take the Rents, Issues and Profits of the said last mentioned Premises, To and for his and their own proper Use and Benefit: And from and after the Decease of the said R. D. *then* to the Use and Behoof of the said D. the Wife of the said R. D. and her Assigns, for and during the Term of her natural Life, in full of her Jointure, and in Satisfaction and Bar of her Dower at the Common Law; And from and after the several Deceases of them the said R. D. and D. his Wife, *then* to the Use and Behoof of the first Son of the Body of the said R. D. on the Body of the said D. his Wife begotten or to be begotten, and the Heirs Male of the Body of

such first Son lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the second Son of the Body of the said R. D. on the Body of the said D. his Wife lawfully begotten, or to be begotten, and the Heirs Males of the Body of such second Son lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the third Son of the Body of the said R. D. on the Body of the said D. his Wife lawfully begotten, or to be begotten, and of the Heirs Male of the Body of such third Son lawfully issuing ; and for Default of such Issue, *then* to the Use and Behoof of the fourth Son of the Body of the said R. D. on the Body of the said D. his Wife to be begotten, and of the Heirs Male of the Body of such fourth Son lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said R. D. on the Body of the said D. his Wife lawfully to be begotten, severally and successively, and in Remainder, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons, and the Heirs Male of his Body lawfully issuing, always to be preferred and to take before the younger of such Son and Sons, and the Heirs Male of his Body and Bodies lawfully issuing : And for Default of such Issue, and in Case the said D. at the Death of the said R. shall be enſient and with Child, *then* to the Use of the said D. and her Assigns, until the said D. shall be delivered

livered of such Child ; And in Case such Child shall be a Son, *then* to the Use and Behoof of such after-born Son, and the Heirs Male of his Body lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the Heirs Male of the Body of the said R. D. lawfully to be begotten. And for Default of such Issue, *then* to the Use and Behoof of T. D. Esq; second Son of the said Sir R. D. and the Heirs Male of his Body lawfully to be begotten : And for Default of such Issue, *then* to the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said Sir R. D. on the Body of the said Dame P. begotten and to be begotten, and the Heirs Males of the Body and Bodies of such Son and Sons begotten and to be begotten, as they and each of them shall be in Priority of Birth, and Seniority of Age ; (that is to say) The elder of such Son and Sons, and the Heirs Male of his Body, to be preferred and take before the younger of such Sons, and the Heirs of his Body : And for Default of such Issue, *then* to the Use and Behoof of all and every the Daughter and Daughters of the said Sir R. D. on the Body of the said Dame P. begotten, and to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters lawfully to be forgotten ; And for Default of such Issue, *then* to the Use and Behoof of the said Sir R. D. his Heirs and Assigns for ever, and to and for none other Use, Intent and Purpose whatsoever. *And as for and concerning* all that Messuage or Tenement called, &c. situate, &c. and all those Pieces and Parcels of Ground called, &c. To the Use  
and

and Behoof of the said T. E. the younger, W. E. Sir S. P. and A. D. their Executors, Administrators and Assigns, for and during the Term of 99 Years next ensuing, and fully to be compleat and ended, if the said Dame P. shall so long live; upon this special Trust and Confidence, That they the said T. E. W. E. Sir S. P. and A. D. their Executors, Administrators and Assigns, shall from Time to Time, during the joint Lives of the said Sir R. D. and P. receive and take the Rents, Issues and Profits of the said several Farms, Mills, Lands, Meadows and Pastures last above mentioned, and pay and answer the same unto the said P. for her sole and particular Maintenance for Cloaths, Apparel and otherwise, as she shall think fit, and the said Sir R. D. not to intermeddle with the same; and the Acquittance and Discharge, Acquittances and Discharges of the said P. from Time to Time, under her Hand, shall be judged, deemed and taken to be good and sufficient Discharges unto the said T. E. the younger, Sir S. P. and A. D. their Executors and Administrators, for the same and every Part thereof, against the said Sir R. D. his Heirs, Executors and Assigns, and against all Account and Accounts to be to him or them given, or render'd or yielded therefore. And as for and concerning the said Messuage, Lands and Premisses, limited for the said Term of 99 Years, immediately after the Determination of that Term; *And as for and concerning* all and singular other the said Manors, Messuages, Cottages, Mills, Lands, Tenements, Hereditaments and Premisses above mentioned, whereof no Use or Estate is herein before limited, To the Use and Behoof of the said Sir R. D.

and



and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Liberty and Power to commit all Manner of Waste; And from and after the Determination of that Estate, To the Use and Behoof of the said Dame L. R. Sir J. S. and T. E. the elder, their Heirs and Assigns, during the natural Life of the said Sir R. D. *In Trust*, to preserve and support the contingent Uses and Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries or bring Actions, as the Case shall require; But nevertheless *In Trust*, to permit and suffer the said Sir R. D. to hold and enjoy the said Premisses, and receive the Rents and Profits thereof during his Life: And from and after the Decease of the said Sir R. D. *then* to the Use and Behoof of the said Dame P. Wife of the said Sir R. D. and her Assigns, for and during the Term of her natural Life; And from and after the several Deceases of them the said Sir R. D. and Dame P. his Wife, *then* to the Use and Behoof of the said R. D. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Power to commit Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, *then* to the Use and Behoof of the said Dame L. R. Sir J. S. and T. E. the elder, their Heirs and Assigns, for and during the natural Life of the said R. D. to preserve and support the contingent Remainders herein after limited from being defeated and destroy'd, and for that Purpose to make Entries, and bring Actions, as the Case shall require; but nevertheless *In Trust*

*Trust* to permit and suffer the said R. D. and his Assigns, for and during his natural Life, to receive and take the Rents, Issues and Profits thereof, to and for his and their own proper Use and Benefit : And from and after the Decease of the said R. D. *then* to the Use and Behoof of the first Son of the Body of the said R. D. on the Body of the said D. his Wife lawfully begotten, or to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the second Son of the Body of the said R. D. on the Body of the said D. his Wife lawfully begotten, or to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the third Son of the Body of the said R. D. on the Body of the said D. his Wife lawfully to be begotten, and of the Heirs Male of the Body of such third Son lawfully issuing ; and for Default of such Issue, *then* to the Use and Behoof of the fourth Son of the Body of the said R. D. on the Body of the said D. his Wife, lawfully to be begotten, and of the Heirs Male of the Body of such fourth Son lawfully issuing ; And for Default of such Issue, *then* to the Use and Behoof of the fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said R. D. on the Body of the said D. his Wife lawfully to be begotten, severally, successively, and in Remainder, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing,

issuing, the elder of such Son and Sons, and the Heirs Male of his Body issuing, always to be preferred and take before the younger of such Son and Sons, and the Heirs Male of his Body issuing ; And for Default of such Issue, and in Case the said D. at the Death of the said R. shall be enſient and with Child, *then* to the Use of the said D. and her Assigns, until the said D. shall be deliver'd of such Child, and if such after-born Child shall be a Son, *then* to the Use and Behoof of such after-born Son, and the Heirs Male of his Body lawfully issuing : And for Default of such Issue, *then* to the Use and Behoof of the Heirs Male of the Body of the said R. D. lawfully to be begotten. And for Default of such Issue, *then* to the Use and Behoof of the said T. D. second Son of the said Sir R. D. and the Heirs Male of his Body lawfully begotten, and to be begotten ; And for Default of such Issue, *then* to the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said Sir R. D. on the Body of the said Dame P. begotten and to be begotten, and of the Heirs Male of the Body and Bodies of such Son and Sons lawfully begotten, as they and each of them shall be in Seniority of Age, and Priority of Birth ; (that is to say) The elder of such Son and Sons, and the Heirs Male of his Body, to be preferred and to take before the younger of such Sons, and the Heirs Male of his Body : And for Default of such Issue, *then* to the Use and Behoof of all and every the Daughter and Daughters of the Body of the said Sir R. D. on the Body of the said Dame P. begotten and  
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to be begotten; And for Default of such Issue, then to the Use and Behoof of the said Sir R. D. his Heirs and Assigns for ever, and to and for none other Intent or Purpose whatsoever. *Provided* always, and it is hereby further covenanted, declared and agreed, by and between the said Parties to these Presents, That in Case the said R. D. shall survive the said D. that then it shall and may be lawful to and for the said R. D. after the Death of the said Sir R. D. and Dame P. his Wife, by any Writing or Writings to be by him duly sealed and executed in the Presence of two or more credible Witnesses, to limit or appoint, for the Life of such Woman as shall be his Wife at the Time of his Death, such Parts of the said Manors and Premises as are not herein before limited for the Life of the said D. as he shall think fit; so as such Parts so limited shall not exceed the yearly Value of 100 *l.* for each and every 1000 *l.* she shall be *bona fide* worth in Money or Lands to the said R. D. and so as such Parts and Parcels so to be limited exceed not in the whole the yearly Value of 1000 *l.* *Provided also*, and it is hereby further agreed by and between the said Parties to these Presents, and hereby so declared, That in case the said D. shall happen to die in the Life-time of the said R. D. without Issue Male of her Body by the said R. D. begotten, or having Issue Male, and such Issue Male shall all happen to die in the Life-time of the said R. D. without Issue-Male; that then and in such Case, and not otherwise, It shall be lawful for the said R. D. with the Consent of the said Sir R. D. and Dame P. his Wife, if both of them shall be living, otherwise with the Consent of the Survivor of them, and



and if both of them shall be dead, then for the said R. D. without such Consent, and at his Will and Pleasure, by any Writing or Writings by him to be signed and sealed in the Presence of two or more credible Witnesses, to revoke, alter, and make void all and every the Use and Uses herein before limited and appointed, subsequent to the Limitation to him for his Life; and by the same Writing or Writings, or by any other Deed or Deeds, Writing or Writings, to create, limit or appoint any other new Use or Uses of the said Premises, or any Part thereof, so as such new Use and Uses so to be created or appointed, be to the Heirs Males of his own Body, or to some Heir Male and his Issue Male of the Family of the said Sir R. D. and not otherwise. *Provided also*, and it is further agreed and declared by and between the said Parties to these Presents, That in Case the said R. D. shall have more than one Son, or a Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the said D. his Wife: And in case the said R. shall not have raised the full Portions and Annuities which he is impower'd to raise in and by two several Indentures, each bearing equal Date with these Presents; That then it shall and may be lawful to and for the said R. D. by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be duly executed or published in the Presence of two or more credible Witnesses, to charge the said Premises, or any Part thereof, by creating or limiting a Term of 100 Years or otherwise on the said Premises above mentioned, or any Part thereof, to be defeasible on Payment of such Sum or Sums of Money, as with the  
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Moneys he is impower'd to appoint and raise in and by the said two several Indentures will make up the Sum of 10000 *l.* for the Portion or Portions of such younger Son or Sons, Daughter or Daughters, by such Proportions, and in such Sort, Manner and Form, as the said R. D. shall by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be executed or published as aforesaid, direct, limit and appoint. *And further,* That in such Case it shall and may be lawful for the said R. D. at any Time during his Life, by such Writing or Will as aforesaid, to charge the said Premisses, or any Part thereof, with any Annuity or Annuities, to and for such younger Son or Sons, for and during the natural Life or Lives of such younger Son or Sons, as will make up the Annuities, which he is impower'd to create and raise in the whole Sum of 1000 *l.* *per Ann.* as the said R. D. shall by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be duly executed as aforesaid, direct, limit or appoint; so as the said Charge, Term of 100 Years, or the said Annuity or Annuities, do not commence or take Effect 'till after the Deceases of the said Sir R. D. and Dame P. his Wife; any Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also,* and it is hereby further agreed and declared, That it shall and may be lawful to and for the said Sir R. D. during his Life, and Dame P. after his Death during her Life; and also for the said R. D. during his Life, and for the said D. after his Death, and during her Life, as they shall respectively become Owners, and be in Possession of the said Premisses by the respective

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tive Limitations in these Presents herein before mentioned, by Indenture under their respective Hands and Seals, to demise and lease to any Person or Persons whomsoever, *All* and every or any the said Manors and Premisses above mentioned to them severally limited in Use as aforesaid, for any Term or Number of Years not exceeding the Term of 21 Years in Possession, and not in Reversion, Remainder or Expectancy, so as no such Lease or Leases be made dishonourable of Waste, and so as upon every such Lease there be reserved the greatest and most improved yearly Rent that can or may be had and obtained for the same, without taking any Money or other Thing by Way of Fine or Consideration for such Lease or Leases, and so as the Person or Persons to whom such Lease or Leases shall be granted do seal and execute Counterparts of the same Lease or Leases. *And* the said Sir R. D. and R. D. for themselves severally and apart, and not jointly, and for their respective Heirs and Assigns, do severally and apart, and not jointly, covenant and grant to and with the said Dame L. R. T. E. the elder, and Sir J. S. their Heirs and Assigns, That all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, shall and may from Time to Time, and at all Times for ever hereafter, remain, continue and be, *To*, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents; and to and for none other Use, Intent, Trust or Purpose whatsoever. *And* that free and clear, and freely and clearly acquitted and discharged of

and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or at any Time hereafter to be had, &c. by them the said Sir R. D. and R. D. or either of them, their or either of their Heirs or Assigns, or by any other Person or Persons whatsoever, claiming or to claim, by, from or under them, or either or any of them. *And also,* They the said Sir R. D. and R. D. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Manors and Premisses above-mentioned, or any Part thereof, by, from or under them, or either of them, shall and will upon the reasonable Request of them the said Dame L. R. T. E. the elder, and Sir J. S. their Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, &c. all and every such further, lawful and reasonable Act and Acts, Thing and Things, Deed and Deeds, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of *All* and singular the said Manors and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, *To,* for and upon the several Uses, Intents, Trusts and



and Purposes herein before mentioned, limited and declared, according to the true Intent and Meaning of these Presents; as by the said Dame L. R. T. E. the elder, and Sir J. S. their Heirs and Assigns, or their, or any, or either of their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. of the said Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any or either of them, and any other Person and Persons, as for and concerning all and singular the said Manors, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances; *Shall* be and enure, and shall be adjudged, esteemed and taken to be and enure, *To*, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents: and to and for none other Use, Intent, Trust or Purpose whatsoever. *In Witness, &c.*

*A Marriage Settlement by Fine, of the fifth Part of several Manors of the Wife's, made in Pursuance and full Performance of the aforesaid Articles by Husband and Wife; To the Husband for Life, Remainder to the Wife for Life, Remainder to their Heirs Male, Remainder to his Heirs; with a Term of 1000 Years to Trustees to raise Daughters Portions; (viz.) If one Daughter, 12000l. if two 14000l. and if three Daughters, 16000l. Proviso if they are otherwise provided for, the Term to cease; and Power for the Husband (after the Wife's Decease) to charge the Lands with Daughters and younger Sons Portions to the Value of 12000l. and 1000l. per Ann. Annuities: Proviso for the Husband to revoke, on settling other Lands of the same Value to the like Uses; Proviso if the Husband and Wife and other Cobeirs of the entire Manors make Partition, and settle the Premises to the same Uses, Then also to revoke this Settlement; and Power to make Leases for 21 Years, and Covenant if the Husband dies, leaving a Son, the Husband's Father to pay 150l. per Ann. during his Life for such Son's better Maintenance, &c.*

**T**HIS Indenture Tripartite, made, &c. Between R. D. Esq; eldest Son and Heir apparent of Sir R. D. of, &c. Baronet, and D. Wife of the said R. D. and one of the Sisters and Cobeirs of Sir J. R. Baronet, her late Brother deceased, who was Son and Heir of Sir J. R. Baronet also deceased, of the first Part; the said Sir R. D. and Sir J. S. of, &c. Baronet, of the second Part; W. B. Esq; Serjeant at Law; T. E. the elder of, &c. Esq; T. E. the younger of, &c. Esq; Sir S. P. of, &c. Baronet, A. D. of, &c. Esq;

Esq; and F. H. of, &c. Esq; of the third Part. *Witnesseth*, That for and in Consideration of a Marriage already had and solemnized between the said R. D. and D. his Wife, and in Pursuance and Performance of certain Articles of Agreement, made on the Contract of the said Marriage, bearing Date, &c. last past, and made or mentioned to be made between the said Sir R. D. of the first Part; the said R. D. of the second Part; and Dame L. R. Widow, Mother of the said D. of the third Part; and afterwards and before their Intermarriage ratified and confirmed by the said D. by indorsing her Approbation thereof on the Backside of the said Articles; and in Consideration also that the said Sir R. D. and R. D. have already settled or agreed to settle and assure several Manors, Messuages, Lands, Tenements and Hereditaments, as and for the Jointure of the said D. pursuant to the said Marriage Articles above-mentioned; And to the End that all and singular the said D.'s Part, Share and Proportion of all and every the Manors, Messuages, Lands, Tenements and Hereditaments, whereof she is seised or intituled unto as one of the Sisters and Coheirs of the said Sir J. R. may be settled and assured, *To*, for and upon the several Uses, Intents, Trusts and Purposes herein after limited, expressed and declared, according to the said Marriage Articles: He the said R. D. for himself, and for the said D. his Wife, hath covenanted and granted, and by these Presents doth covenant and grant to and with the said Sir R. D. and Sir J. S. their Heirs and Assigns; and the said D. doth hereby agree, that they the said R. D. and D. his Wife shall and will before the End of *Hillary* Term next

coming, before the King's Majesty's Justices of his Court of *Common Pleas* at *Westminster*, in due Form of Law, acknowledge and levy to the said Sir R. D. and Sir J. S. and their Heirs, or to the Heirs of one of them, several Fines, *Sur Conuzance de droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* and singular the said D.'s fifth Part, in five equal Parts, to be divided, of and in all those Manors, Lordships and Farms, called, &c. situate, &c. And of and in all that, &c. And also the Reversion and Reversions, &c. by such Name and Names, Quantity and Number of Manors, Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said Sir R. D. and Sir J. S. or their Counsel learned in the Law shall be reasonably devised or advised and required; which Fines so to be had and levied as aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted, of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or between them, or any of them, and any other Person or Persons, before the End of *Hillary* Term next, *shall be* and enure, and shall be adjudged, esteemed, and taken to be and enure, and the said Sir R. D. and Sir J. S. and their Heirs, and all and every other Person and Persons, and his and their Heirs, which now are or at the Time of perfecting the said Fines shall stand and be seised of and in the said Manors and Premises, shall



shall at all Times hereafter stand and be  
seised thereof, and of every Part thereof, with  
the Appurtenances, *To* the several Uses, In-  
tents and Purposes hereafter in and by these  
Presents particularly mentioned, limited, ex-  
pressed and declared; (that is to say) *To* the  
Use and Behoof of the said R. D. for and  
during the Term of his natural Life, with-  
out Impeachment of or for any Manner or  
Waste, and with full Liberty to commit  
Waste; and from and after the Determina-  
tion of that Estate by Forfeiture or other-  
wise, *Then* to the Use and Behoof of the said  
Sir R. D. and Sir J. S. and their Heirs, for and  
during the natural Life of the said R. D. *In*  
*Trust*, to preserve and support the contingent  
Remainders herein after limited, from being  
defeated or destroyed; and for that Purpose to  
make Entries, or bring Actions as the Case  
shall require; but nevertheless to permit and  
suffer the said R. D. and his Assigns, during his  
Life, to take the Rents, Issues and Profits of  
all and singular the said Manors and Premises;  
*To* and for his and their own Use and Benefit;  
and from and after the Decease of him the  
said R. D. *Then* to the Use and Behoof of the  
said D. Wife of the said R. D. and her Assigns,  
for and during the Term of her natural Life;  
and from and after the Deceases of them the  
said R. D. and D. his Wife, *Then* to the Use  
and Behoof of the first Son of the said R. D.  
on the Body of the said D. his Wife to be be-  
gotten, and of the Heirs Male of the Body of  
such first Son lawfully issuing; and for De-  
fault of such Issue, *Then* to the Use of the se-  
cond Son of the said R. D. on the Body of the  
said D. begotten, and the Heirs Male of the

Body of such second Son lawfully issuing; and for Default of such Issue, *Then* to the Use of the third Son of the said R. D. on the Body of the said D. begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and for Default of such Issue, *Then* to the Use and Behoof of the 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and of all and every other Son and Sons of the Body of the said R. D. on the Body of the said D. his said Wife to be begotten, severally, successively, and in Remainder one after another, as they and each and every of them shall be in Seniority of Age, and Priority of Birth, and of the Heirs Male of the Body of all and every such Son and Sons lawfully issuing, the elder of every such Son and Sons, and the Heirs Male of his Body issuing, always to be preferred and to take before the younger of such Sons, and the Heirs Male of his Body issuing; and for Default of such Issue, and in Case the said D. at the Death of the said R. shall be ensient, and with Child, *Then* to the Use of the said D. until the said D. shall be delivered of such Child; and in Case such Child shall be a Son, *Then* to the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully issuing; and for Default of such Issue, *Then* to the Use and Behoof of the said W. B. T. E. the elder, T. E. the younger, Sir S. P. A. D. and F. H. their Executors, Administrators and Assigns, for and during the Term of 1000 Years, thence next and immediately ensuing, fully to be compleat and ended; *In Trust*, to and for *All* and every the Daughter and Daughters of the said R. D. on the Body of the said D. to be begotten, in such Manner as herein after is mentioned, touching

ing the same Term; and from and after the End or other sooner Determination of the said Term of 1000 Years, *Then* to the Use and Benefit of the said R. D. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *Provided* always, And it is hereby declared and agreed by and between all the said Parties to these Presents, That the said Term and Estate of 1000 Years limited to the said W. B. T. E. &c. as aforesaid, is limited upon such Trusts, and to and for such Intents and Purposes as are herein after mentioned, expressed and declared, (that is to say) That in Case there shall be Failure of Issue Male of the Body of the said R. D. on the Body of the said D. his Wife begotten; Or in Case there shall be Issue Male of the Body of the said R. D. on the Body of the said D. his Wife begotten, and such Issue Male shall die without Issue Male of his or their Body or Bodies begotten, and there shall be one or more Daughter and Daughters between them begotten; *Then* upon Trust, and to the Intent and Purpose, That they the said W. B. T. E. the elder, &c. their Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their Estate, or Term of 1000 Years, of and in the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, so to them limited as aforesaid, or of or in a competent or sufficient Part thereof, and by and with the Rents and Profits thereof in the mean Time, and until such Sale, raise, levy and pay such Sum and Sums of Money for the Portion or Portions, and Maintenance of such Daughter, or Daughters as are herein after mentioned; (that is to say) If there shall be but one such

such Daughter and no more, then the Sum of 12000*l.* of, &c. for the Portion of such only Daughter, to be paid to her when and as soon as she shall attain her Age of 21 Years, or be married, which shall first happen, with Interest in the mean Time after the Rate of 4*l.* *per Cent. per Ann.* and to commence at such Time as the said Term shall commence, for the Maintenance and Education of such only Daughter; and if there shall be two such Daughters, *Then* the Sum of 14000*l.* of, &c. to be paid unto, and equally divided between them, Share and Share alike, as and when they shall respectively attain their several Ages of 21 Years, or be married, which shall first happen, with Interest in the mean Time, after the Rate of 4*l.* *per Cent. per Ann.* to each of such Daughters, for their respective Portions, to take Commencement as aforesaid, for their Maintenance and Education, until they shall respectively attain their several Ages of 21 Years, or be married as aforesaid; and if there shall be three or more such Daughters, *Then* the Sum of 16000*l.* of, &c. to be paid and equally divided amongst such Daughters Share and Share alike, when and as each and every such Daughter shall attain to her respective Age of 21 Years, or be married, which shall first happen, with the like Interest of 4*l.* *per Cent. per Ann.* to each and every such Daughters for the respective Portion of such Daughters, for their Maintenance and Education, to be computed as aforesaid, until each and every such Daughters shall respectively attain their several Ages of 21 Years, or be married as aforesaid, which shall first happen. *Provided* always, that in Case any of the said Daughters shall happen to die before



before their said Portion shall become payable by Virtue of these Presents, *Then* the Portion or Portions, and Monies hereby provided and agreed to be paid to her or them so dying, shall go and be paid unto, and equally divided amongst the Survivors and Survivor of them, when the Original Portion or Portions of such surviving Daughter or Daughters shall become payable by Virtue of these Presents, so as the Portion or Portions of the Daughter or Daughters so dying do not in the whole make up above the Sum of 12000*l.* to any one surviving Daughter, nor more than the Sum of 14000*l.* to any two surviving Daughters, nor more than 16000*l.* to any three or more surviving Daughters. *Provided also*, That in Case all the said Daughters shall happen to die before any of the said Portions shall become payable as aforesaid, Then the said Moneys intended to be raised for Portions as aforesaid, or so much thereof as shall be then raised, shall go and be paid to such Person or Persons as shall for the Time being be next in Reversion or Remainder of the said Premises, expectant upon the Determination of the said Term of 1000 Years; and then also the said Moneys intended to be raised for Portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, and the Term hereby created shall cease, for the Benefit of the same Person or Persons in Reversion or Remainder as aforesaid. *Provided also*, That no such Sale or Mortgage shall be made as aforesaid, until some one of the Portions shall become payable by these Presents. *Provided also*, and it is hereby declared and agreed by and between all the said Parties to these Presents, That in Case all  
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the said Daughters shall happen to die before any or either of their said Portions shall become payable: Or in Case the Sum and Sums of Money herein before appointed to be raised for Portions and Maintenance as aforesaid, shall be by the said W. B. T. E. the elder, T. E. the younger, Sir S. P. &c. their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that Behalf before mentioned: Or in case all or any of the said Daughters shall be by the said R. D. advanced in Marriage, with Portions to be by him paid: Or in case Lands and Tenements of an Estate of Inheritance in Possession shall upon and after the Decease of the said R. D. descend and come to the said Daughters and their Heirs, from the said R. D. or any of his Ancestors: Or in case the said R. D. in his Life-time, shall in pursuance and by virtue of any Power or Authority in and by these Presents given to him, give, limit, or appoint any Portion or Portions, Sum or Sums of Money, to be paid to such Daughter or Daughters; *Then* if the said W. B. T. E. the elder, their Executors, Administrators or Assigns, shall by the Ways and Means aforesaid, raise, levy and pay such and so much Moneys only as will make up the Portions so to be by the said R. D. given, limited or appointed, or the Estate so to be by him or any of his Ancestors left to descend to the said Daughter or Daughters, or any of them, as aforesaid, the full Value of the Portion or Portions hereby to her or them intended; That then and in any of the said Cases so happening, and at all Times from thenceforth the said Term and Estate of 1000 Years shall cease, determine, and be utterly void to all  
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Intents and Purposes; any Thing herein before contained to the contrary thereof in any wise notwithstanding. *Provided also,* And it is hereby further declared and agreed by and between all the said Parties to these Presents, That in case the said R. D. shall have more Sons than one, or shall have but one Son, and one or more Daughter or Daughters, begotten on the Body of the said D. That then and in such Case it shall and may be lawful to and for the said R. D. by his last Will and Testament in Writing, or by any other Writing under his Hand and Seal, duly executed in the Presence of two or more credible Witnesses, to grant, limit or charge *All* and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned to be hereby conveyed, or any Part or Parcel thereof, for such Term or Number of Years as he shall think fit, for raising and payment of such Portion and Maintenance for such Daughter and Daughters, and younger Sons, as he shall think reasonable; so as such Portions do not exceed in the whole the Sum of 12000 *l.* Or for raising or Payment of any Annuity or Annuities for such younger Son or Sons, for their several Life or Lives respectively; so as such Annuity or Annuities do not exceed in the whole the yearly Sum of 1000 *l. per Ann.* But so as such Charges or any of them shall not take effect 'till after the Decease of the said D. and not before; any Thing herein contained to the contrary notwithstanding. *Provided also,* And it is hereby declared and agreed by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, That in Case the said R. D. shall at any Time  
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or Times hereafter during the joint Lives of them the said R. D. and D. his Wife, settle, convey and assure unto the said Trustees, or to the Survivors or Survivor of them, and his or their Heirs, any other Manors, Messuages, Lands, Tenements or Hereditaments, in the Counties of, &c. or either of them, of as great an yearly Value or more than the said Manors, Lands and Premisses, to her the said D. descended as aforesaid, amounts unto, To the same Uses, and upon the like Intents, Trusts and Purposes, as the same are hereinbefore settled, free from all Incumbrances; That then and in such case, it shall and may be lawful To and for the said R. D. his Wife, with the Approbation and Consent of the said Sir R. D. and Dame L. R. or the Survivor of them, by any Writing or Writings to be signed or sealed, as well by the said R. D. and D. his Wife, as by the said Sir R. D. and Dame L. R. or the Survivor of them the said Sir R. D. and Dame L. R. in the Presence of two or more credible Witneses, To revoke, alter and make void All and every the Use and Uses, Intents and Purposes herein before limited, expressed and declared, and to limit and declare any such new or other Use or Uses of the said Manors, Messuages, Lands and Premisses above-mentioned, as they the said R. D. and D. his Wife shall think fit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also*, And it is hereby further declared and agreed by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, That in Case the said R. D. and D. his Wife, or the Survivor of them, together with the other Sisters



sters and Coheirs of the said Sir J. R. or any or either of them shall at any Time or Times hereafter be minded and intended to make an equal Partition of all or any Part of the said Manors and Premisses, descended to them as Heirs from the said Sir J. R. their Brother, and after such Partition made, shall settle, convey and assure unto the said Trustees, or to the Survivor or Survivors of them, and to his and their Heirs, such Part and Share of the Estate which shall upon the said Partition be allotted and appointed unto the said R. D. and D. his Wife, To the same Uses and upon the like Intents, Trusts and Purposes, as the said Manors and Premisses are herein before settled, free from all Incumbrances; That then, and in such Case, it shall and may be lawful to and for the said R. D. and D. and the Survivor of them by any Writing or Writings to be signed and sealed by the said R. D. and D. and the Survivor of them, in the Presence of two or more credible Witnesses, to revoke, alter and make void all and every the Use and Uses, Intents, Trusts and Purposes herein before limited, expressed and declared, and to limit and declare any new or other Use or Uses of the said Manors, Messuages, Lands and Premisses above-mentioned, or any Part thereof, as they the said R. D. and D. his Wife, or the Survivor of them shall think fit, any Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also,* And it hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said R. D. at any Time during his Life, and after his Decease for the said D. during her Life, by Indenture under

der his and her Hand and Seal respectively, to demise or lease to any Person or Persons whatsoever, all and every or any the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, settled as aforesaid for any Term or Number of Years not exceeding the Term of 21 Years, in Possession, and not in Reversion, Remainder or Expectancy; so as no such Lease or Leases be made dispunishable of Waste, and so as upon every such Lease so to be made, there be reserved the best and most improved Rent that may be reasonably had or obtained for the Lands so demised, without any Moneys, or other Thing by Way of Fine, or Consideration for such Lease or Leases, payable to such Person and Persons to whom the Freehold and Inheritance of the said Premisses so leased shall from Time to Time appertain and belong, pursuant to the Uses hereinbefore limited and declared, with Clauses of Distress, and Re-entry for Non-payment of the Rents so reserved, and so as Counterparts of all and every such Leases be from Time to Time duly made and executed by the several Lessees respectively; any Thing herein before contained to the contrary thereof in any wise notwithstanding. *And lastly*, The said Sir R. D. for himself, his Heirs and Assigns doth covenant and grant to and with the said W. B. T. E. the elder, and T. E. the younger, their Heirs and Assigns, That if the said R. D. shall happen to die, leaving Issue Male living at the Time of his Death, That then, and in such Case he the said Sir R. D. shall and will pay or cause to be paid unto the eldest Son of the said R. D. on the Body of the said D. begotten for the Time Being, or to the said W. B.

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&c. their Heirs and Assigns, *In Trust* for him, for his better Maintenance and Support, the yearly Sum of 150*l.* clear of all Taxes and Reprizes whatsoever, during the joint Lives of them the said Sir R. D. and D. and such eldest Son. *In Witness, &c.*

*A Marriage-Settlement by Lease and Release of Manors, Castles, &c. made by the Husband, and several Mortgagees, in Consideration of the Marriage, and the Sums of 3000*l.* and 1000*l.* part of the Wife's Portion paid the Mortgagees by the Wife's Father; to Trustees for the Uses following, (viz.) to the Husband for 99 Years if he lives so long, and after his Decease on Trust to permit the Wife to receive 400*l.* per Ann. Annuity during her Life for her Jointure; Remainder to the Heirs Male of the Husband on the Wife, charged with the said Annuity; Remainder to Trustees for 500 Years, to raise Daughters Portions, Remainder to the Husband's Heirs; Proviso to charge the Lands with Portions for younger Sons; and to Lease or Grant it by Copy of Court-Roll, for one, two or three Lives, and also to make Leases for 21 Years, &c.*

**T**HIS Indenture Quinquepartite, made, &c. Between Sir E. T. of &c. Baronet and Dame M. his Wife, Daughter of the Honourable G. H. of, &c. Esq; of the first Part; T. E. of, &c. Esq; and J. E. of &c. Esq; of the second Part; W. R. of, &c. and M. R. of, &c. Gent. of the third Part; T. H. Esq; Son of the said G. H. W. B. Esq; Serjeant at Law, and C. C. of &c. Esq; of the fourth Part; and J. M. of &c. Gent. and J. H. of &c. Gent. of the

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the fifth Part. *Whereas* in and by certain Articles of Agreement made before and upon the Contract of the Marriage between the said Sir E. T. and Dame M. his Wife, and bearing Date, &c. made between, &c. He the said G. H. agreed to pay the Sum of 5000 *l.* as the Portion of the said Dame M. to be paid and applied in such Manner as in the said Articles are expressed. *Now this Indenture Witnesseth,* That the said Sir E. T. for and in Consideration of the said Marriage, and in Pursuance and part of Performance of the said Marriage-Articles: And for settling and assuring of the Manors, Messuages, Lands, Tenements and Hereditaments, herein after mentioned, To and for the several Uses, Intents and Purposes, and and subject to the several Trusts, Provisoos and Agreements herein after mentioned, limited and expressed: And the said T. E. and J. E. in Consideration of the Sum of 3000 *l.* of, &c. to them in Hand paid by the said G. H. in Satisfaction of a Mortgage to them made of part of the Manors and Lands herein after mentioned, the Receipt whereof the said T. E. and J. E. do hereby acknowledge; and the said W. R. and M. R. in Consideration of the Sum of 1000 *l.* of, &c. to them, or one of them in Hand also paid by the said G. H. in Satisfaction of a Mortgage by him the said Sir E. T. made to the said W. R. of other Parts of the Manors and Lands herein after mentioned; which said several Sums of 3000 *l.* and 1000 *l.* are hereby declared to be Part and Parcel of the said 5000 *l.* before mentioned to be the Marriage-Portion of the said Dame M. He the said Sir E. T. and the said T. E. and J. E. W. R. and M. R. by his Direction and Appointment,



pointment, *Have* and every and either of them *Have* granted, bargained and sold, released and confirmed, and by these Presents do, and every and either of them doth grant, bargain and sell, release and confirm unto the said J.M. and J. H. (in their actual Possession now being, &c.) and to their Heirs and Assigns for ever; *All* that the Manor or Lordship, or reputed Manor or Lordship of, &c. with the Rights, Members and Appurtenances thereof in the said County of, &c. And also all that the Castle and Mansion-House of, &c. in the County of, &c. And also all the Demesne Lands of or belonging to the said Mansion-House, situate, lying and being in the several Parishes of, &c. containing 1000 Acres of Land, Arable, Meadow, Pasture and Wood, with the Appurtenances; And also all those the Manors or Lordships of, &c. and all Messuages, Houses, Lands, Tenements, Meadows, Leafows, Pastures, Feedings, Woods, Underwoods, Wastes, waste Grounds, Commons, Courts-Leet, Courts-Baron, Profits and Perquisites of Courts, Liberties, Royalties, Franchises, Privileges, Advantages, Emoluments and Hereditaments whatsoever, to the said several Manors or Lordships, Castle, Demesne Lands, and other the said Premises above mentioned belonging or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member of them or any or either of them: And also all and singular other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said Sir E. T. within the several Parishes of, &c. or elsewhere in the said County of, &c. (except the several Tenements in, &c. now in the Tenures or Occupations of the Per-

sons in the second Schedule hereto annexed, named) and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Manors or Lordships, Castle and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said Sir E. T. T. E. and J. E. W. R. and M. R. of, in and to the said Manors and Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances, *To have and to hold* all and singular the said Manors, Lordships, Castles, Demesn-Lands, Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said J. M. and J. H. their Heirs and Assigns, *To* and for the several Uses, Intents, Trusts and Purposes herein after particularly mentioned, limited, expressed and declared; (that is to say) *To* the Use and Be-  
hoof of him the said Sir E. T. and his Assigns, for and during the Term of 99 Years next and immediately ensuing and following, and fully to be compleat and ended, if he the said Sir E. T. shall so long live, without Impeachment of or for any manner of Waste; and from and after the Determination of that Estate by Forfeiture or otherwise, *Then* to the Use and Be-  
hoof of the said T. H. W. B. and C. C. and their Heirs, during the Life of the said Sir E. T. *In Trust* to support and preserve the contingent Remainders herein after limited from being defeated, or barred or destroyed, and for that purpose to bring Actions or make Entries

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as the Law shall require: But nevertheless *In Trust* to permit the said Sir E. T. to receive the Profits during his Life; and from and after the Decease of him the said Sir E. T. *Then* to the Intent, and to this End and Purpose, that the said Dame M. Wife of the said Sir E. T. and her Assigns, shall and may have, receive and take out of the said Manors and Premises above mentioned one Annuity or yearly Rent-Charge of 400 *l.* per *Ann.* during her natural Life, for her Jointure, and in lieu and full Satisfaction for her Dower, payable and to be paid half-yearly in and upon the 25th Day of *March*, and the 29th Day of *Sept.* by even and equal Portions, clear of and over and above all Taxes, Payments and Reprises whatsoever; the first Payment thereof to begin and be made on such of the Days aforesaid as shall first and next happen, after the Decease of the said Sir E. T. *And* if it shall happen the said Annuity or yearly Rent-Charge of 400 *l.* or any Part thereof to be behind and unpaid in Part or in all, by the Space of 21 Days next after either of the said Days or Times of Payment thereof, whereon the same should or of Right ought to be paid as aforesaid; That then and so often it shall and may be lawful for the said Dame M. and her Assigns, into the said Manors and Premises above mentioned, or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until she and they of the said Annuity or yearly Rent-Charge of 400 *l.* and the Arrears thereof, if any shall happen to be, and all Costs and Charges thereabout shall be fully satisfied, contented and paid. *And as for and concern-*

ing all and singular the said Manors, Lands and Premisses above-mentioned, immediately after the Death of the said Sir E. T. charged and chargeable with the said Annuity or yearly Rent-Charge of 400*l.* *per Ann.* and Distresses therefore as aforesaid; To the Use and Behoof of the first Son of the Body of the said Sir E. T. on the Body of the said Dame M. his Wife begotten, or to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten; and for Default of such Issue, *Then* to the Use and Behoof of the second Son of the Body of the said Sir E. T. on the Body of the said Dame M. his Wife begotten or to be begotten, and the Heirs Males of the Body of such second Son lawfully to be begotten; and for Default of such Issue, *Then* to the Use and Behoof of the third Son of the Body of the said Sir E. T. on the Body of the said Dame M. his Wife begotten or to be begotten, and the Heirs Males of the Body of such third Son lawfully issuing; and for Default of such Issue, *Then* to the Use and Behoof of the Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Son and Sons, and of all and every other the Son and Sons of him the said Sir E. T. on the Body of her the said Dame M. his Wife to be begotten, and the Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully to be begotten, severally and successively one after another, as they shall be in Seniority of Age, and Priority of Birth (that is to say) the elder of such Son and Sons, and the Heirs Males of his Body, always to be preferred, and take before the younger of such Son and Sons, and the Heirs Males of his Body; and in Default of such Issue, and in Case the said



Dame M. at the Time of the Death of the said Sir E. T. shall be enſient, or with Child, To the Uſe and Behoof of the ſaid Dame M. until ſhe ſhall be delivered of ſuch Child; and in Caſe ſhe ſhall be delivered of a Son, Then to the Uſe and Behoof of ſuch after-born Son, and the Heirs Males of his Body lawfully begotten; and for Default of ſuch Iſſue, Then to the Uſe and Behoof of the ſaid T. H. W. B. and C. C. their Executors, Adminiſtrators and Aſſigns, for and during the Term of 500 Years, from thence next enſuing and following, fully to be compleat and ended; Upon the Truſts, and ſubject to ſuch Conditions as are herein after expreſſed and declared concerning the ſaid Term; and from and after the Expiration, or other ſooner Determination of the ſaid Term of 500 Years, Then to the Uſe and Behoof of the ſaid Sir E. T. his Heirs and Aſſigns for ever. *Provided* always, And it is hereby agreed and declared by and between all the ſaid Parties to theſe Preſents, That the ſaid Term of 500 Years ſo as aforeſaid limited to them the ſaid T. H. W. B. and C. C. is upon the Truſts, and to and for the Intents and Purpoſes following; (that is to ſay) In Caſe there ſhall be a Failure of Iſſue Male of the Body of the ſaid Sir E. T. on the Body of the ſaid Dame M. begotten, and there ſhall be one or more Daughter or Daughters between them begotten, Then upon Truſt, and to the Intent that they the ſaid T. H. W. B. and C. C. their Executors, Adminiſtrators or Aſſigns, ſhall and ought by Sale or Mortgage of their ſaid Eſtate and Term of 500 Years, of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited

as aforesaid, or of and in a competent and sufficient Part thereof, and by and with the Rents and Profits thereof in the mean Time, and until such Sale, raise, levy and pay such Sum and Sums of Money for the Portion or Portions, and Maintenance of such Daughter or Daughters as are herein after mentioned; (that is to say) If there shall be but one such Daughter then the Sum of 5000 *l.* of, &c. for the Portion of such only Daughter, to be paid unto her when and as soon as she shall attain her Age of 21 Years, or be married, which shall first happen, with Interest after the Rate of 4 *l.* *per Cent.* *per Ann.* in the mean Time for the Maintenance of such only Daughter, such Interest to be paid and to become payable to such only Daughter, from such Time as the said Term shall commence; and if there shall be two or more such Daughters, *Then* the Sum of 7000 *l.* to be paid unto, and to be equally divided amongst them, Share and Share alike, as and when they shall respectively attain their Age of 21 Years, or be married, which shall first happen, with like Interest therefore in the mean Time to each Daughter respectively, till they shall attain their respective Ages of 21 Years, or be married, which shall first happen, for the Maintenance of such Daughters, and such Interest also to be paid, and become payable at and from such Time as the said Term shall commence. *Provided also,* That in Case any of the said Daughters shall happen to die before their said Portions shall become payable by Virtue of these Presents; *Then* the Portion or Portions, and Moneys hereby for her or them so dying intended and provided, shall go and be paid unto, and be equally divided amongst the Survi-

vors and Survivor of them, when the original Portion and Portions of such surviving Daughter or Daughters shall become payable by these Presents. *Provided also*, That in Case all the said Daughters shall happen to die before any of the said Portions shall become payable as aforesaid, *Then* the said Moneys intended to be raised for Portions as aforesaid, or so much thereof as shall be then raised, shall go and be paid unto such Person and Persons as shall for the Time being be next in Reversion, or Remainder of the said Premises expectant upon the said Term of 500 Years; and then also the said Moneys intended to be raised for Portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the Benefit of the same Person or Persons next in Reversion or Remainder as aforesaid; and that no such Sale or Mortgage shall be made until some one of the Portions shall become payable by Virtue of these Presents. *Provided also*, And it is hereby declared and agreed by and between all the said Parties to these Presents, That in Case all the said Daughters shall happen to die before any or either of their said Portions shall become payable; or in Case the said Sum and Sums of Money herein before appointed to be raised for Portions and Maintenance as aforesaid, shall be by the said T. H. W. B. and C. C. their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that Behalf before mentioned; or in Case all the said Daughters shall be by the said Sir E. T. advanced in Marriage with as great Portions as are hereby to them intended; or in Case Lands and Tenements of an Estate of Inheritance in Possession shall upon and after the  
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Decease of the said Sir E. T. descend or come to the said Daughters, from the said Sir T. E. or any of his Ancestors, of as great Value to be sold as the Portions hereby to them intended; *Then* if they the said T. H. W. B. and C. C. their Executors, Administrators or Assigns, shall by the Ways or Means before mentioned, raise and levy such and so much Moneys as will make up the Portions, so to be by the said Sir E. T. given, or the Estate so to be by him or his Ancestors left to descend to the said Daughters, or any of them as aforesaid, the full Value of the Portions hereby to them intended; *Then* and in any of the said Cases, and at all Times from thenceforth, the said Term and Estate of 500 Years shall cease, determine, and be utterly void to all Intents and Purposes. *And* it is hereby further declared by and between all the said Parties to these Presents, That no one such Daughter shall have for her Portion above the Sum of 5000*l*. And that no two or more such Daughters shall have above the Sum of 7000*l*. between them for their Portions, any Thing herein contained to the contrary notwithstanding. *Provided also*, And it is hereby further agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof also is, And it is hereby so declared, That in Case the said Sir E. T. shall have more than one Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the said Dame M. his Wife; That then it shall and may be lawful to and for the said Sir E. T. by any Deed or Writing, or by his last Will and Testament in Writing duly executed in the Presence of two or more credible



ble Witnelles, to charge all or any Part of the said Manors and Premisses, with the raising, and Payment of any Sum or Sums of Money as he shall think fit, not exceeding in the whole the Sum of 5000*l.* for such younger Son or Sons, or for such Daughter or Daughters, and to be paid and made payable to such Son or Sons, or to such Daughter or Daughters, by such Proportions, at such Time or Times, and in such Manner as he the said Sir E. T. shall by such Writing or Writings, or by his last Will in Writing duly executed as aforesaid, direct and appoint, any Thing herein contained to the contrary notwithstanding. *Provided also,* And it is hereby further agreed, by and between the said Parties to these Presents, That it shall and may be lawful to and for the said Sir E. T. at any Time or Times, and from Time to Time during his natural Life, to grant or make any Lease or Leases, Copy or Copies of Court-Roll, Demises or Grants of any of the Messuages, Lands and Tenements, Parcel of the said Manors and Premisses, which now are demised or granted by Lease or Copy, for One, Two or Three Life or Lives, or for any Term or Number of Years, determinable on the Death of One, Two or Three Life or Lives, in Possession or Reversion, so as on such Leases and Grants respectively there be no more than three Lives in being at any one Time, and so as there be in such Leases and Copies reserved the present Rents, Heriots, Duties and Services, or more. *Provided also,* And it is hereby further agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said Sir T. E. at any Time or Times, during

during his natural Life, to demise or grant to any Person or Persons whatsoever, *All* and every, or any the said Manors and Premisses above-mentioned, which are not now in Lease for Lives, or by Copy of Court-Roll as afore-said, for any Term or Number of Years, not exceeding the Term of 21 Years in Possession only, and not in Reversion; so as no such Demise or Grant be made dispunishable of Waste. And so as upon every Demise or Grant so to be made, there be reserved the best and most improved yearly Rent that can or may be reasonably had or obtained for the same, without taking any Moneys, or other Thing by Way of Fine or Consideration for such Lease or Leases, any Thing herein contained to the contrary notwithstanding. *And* the said Sir E. T. doth by these Presents, for himself, his Heirs and Assigns, covenant and grant to and with the said T. H. W. B. and C. C. their Executors, Administrators and Assigns, That all and singular the said Manors, Castles, Messuages, Lands, Tenements and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances, shall from Time to Time, and at all Times hereafter remain, continue, and be, to, for, and upon the several Uses, Intents, Trusts and Purposes, herein before mentioned, limited, expressed and declared; (except as is herein after excepted) *And* that free and clear, or otherwise from Time to Time, saved harmless, and kept indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings Obligatory, Statutes

Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or at any Time hereafter to be had, &c. by him the said Sir E. T. and by Sir J. T. deceased, and Dame E. his Wife also deceased, or by E. T. Esq; deceased, Brother of the said Dame E. or any of his, her or their Ancestors, or by any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or any of them: (Except the several Terms of 500 Years, and 500 Years heretofore granted of the said Manors and Premises by the said E. T. deceased, and W. T. Esq; also deceased, to the Right Honourable T. Earl of W. and others, which several Terms are assigned or intended to be assigned to Persons *in Trust*, to attend and protect the several Uses, in these Presents contained; and also, except the several Leases and Terms in the first Schedule hereunto annexed mentioned, other than the Rents and Services therein severally reserved which are intended to pass hereby.) *And also*, That he the said Sir E. T. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, them, or any of them, or by, from or under the said Sir E. T. or Dame E. his Wife, or the said E. T. or any of his Ancestors, (except before excepted) shall and will from Time to Time, and at all Times hereafter, at the reasonable Request of them the said T. H. W. B. and C. C. their Executors,  
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Administrators or Assigns, but at the proper Costs and Charges of him the said Sir E. T. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Manors, Castle, Demesnes, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, to, for and upon the several Uses, Trusts, Intents and Purposes herein before mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents; as by the said T. H. W. B. and C. C. their Executors, Administrators or Assigns, their or either of their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. by and between the said Parties to these Presents, or by and between them, or any or either of them, and any other Person or Persons, *As for and concerning* all and singular the said Manors, Castle, Demesnes, Messuages, Lands, Tenements, Hereditaments



ditaments and Premises above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, to, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, and to and for none other Uses, Intents or Purposes whatsoever. *In Witness, &c.*

*An Appointment to be added at the End of a Settlement, That all Terms and Assignments thereof shall attend and wait on the Settlement, to protect the Premises against Incumbrances.*

**A**ND this Indenture further witnesseth, That the said Sir E. T. for the Considerations aforesaid, doth hereby direct and appoint that all such Persons to whom any Estate, Term or Interest, have or hath been granted or assigned of or in the said Manors and Premises, or any Part thereof, *In Trust* for him and his Heirs; *Shall* from henceforth stand possessed of and interested in the said Manors and Premises, during the Residue and Remainder of such Terms and Estates as are yet to come, *In Trust* to attend and wait on the Settlement hereby made, and for the Benefit of such Person and Persons who ought to hold and enjoy the same Manors and Premises pursuant to the Uses hereby limited and declared, and to protect and defend the same against all intervening Incumbrances. *In Witness, &c.*

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*A Marriage Settlement, where the Husband's Fortune is inconsiderable to that of the Wife, made by the Wife before Marriage, of her own Estate consisting of Manors, Hundreds, &c. To the Use of herself until the Solemnization of the Marriage; Remainder to Trustees for 99 Years, if she and her intended Husband jointly live so long; Remainder to the Heirs of the Wife: Proviso, That the Wife alone (after Marriage) may make any new and other Settlement or Disposition of the Estate, or charge the same as she shall think fit after her Decease; with Power from the Husband for her to make a Will. The Term of 99 Years is in Trust to raise and pay 1000 l. per Annum to the Wife during her Life, or to whom she shall appoint: And the Residue of the Rents and Profits of the Premises, to be received by the Husband, subject to Annuities and Portions appointed by the Wife's former Husband; Proviso for the Husband and Wife to make Leases for Four or Five Lives, but the Fines for such Leases to be received by the Wife to her separate Use, &c.*

**T**HIS Indenture Tripartite, made, &c. Between Dame E. A. of, &c. Widow and Relict of Sir S. A. late of, &c. Knt. of the first Part; S. H. of, &c. Esq; of the second Part; Sir S. H. of, &c. Knt. W. B. of, &c. Esq; E. W. of, &c. J. S. of, &c. and T. E. of, &c. Gent. of the third Part. Whereas the said Dame E. A. is and standeth seised in Fee-simple of and in the several Mannors, Messuages, Lands, Tenements and Hereditaments herein after mentioned. And whereas there is a Marriage intended (by the Grace of God) shortly to be had

had and solemnized between her the said Dame E. A. and the said S. H. *Upon* the Contract of which Marriage it is agreed, That she the said Dame E. A. shall and may have and receive out of her said Estate, during the joint Lives of them the said S. H. and Dame E. A. the yearly Sum of 1000*l.* clear of all Reprises, *To* her own separate Use, and to be paid in Manner herein after expressed; and the Residue of the Rents and Profits of the same Manors and Premises are to be received, paid, applied and disposed, *Upon* such Trusts, and for such Ends, Intents and Purposes, as are herein after declared. *And* it is further agreed, That the said S. H. shall and ought to settle, convey and assure, *To* the Use of the said Dame E. A. for her Life for a Jointure, Lands and Tenements of the yearly Value of 600*l.* free from Incumbrances, and clear of all Reprises (publick Taxes excepted): In Consideration whereof, the said Dame E. A. is to advance and pay to the said S. H. the Sum of 10,000*l.* as a Marriage Portion; And in order to raise and pay the same, in and by one Indenture bearing equal Date herewith, made between the same Persons who are Parties hereunto, she the said Dame E. A. hath bargained, sold and assigned to the said Sir S. H. W. B. E. W. &c. several Mortgages and Chattel-Leases, Bonds, and other Goods and Chattels: But it is agreed, That the said 10,000*l.* shall be applied to discharge such Incumbrances, as now are on the said S. H.'s Lands intended to be settled for her Jointure as aforesaid. *Now this Indenture witnesseth*, That as well in Consideration of the said intended Marriage, as for the settling and assuring of the Manors, Hundreds, Lands, Tenements

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nements and Hereditaments herein after mentioned; *To* the several Uses, Intents and Purposes, and subject to the Powers, Provisoos and Agreements herein after declared, touching and concerning the same: And for and in Consideration of the Sum of 10 s. of, &c. in Hand paid to the said Dame E. A. by the said Sir S. H. W. B. E. W. J. S. and T. E. at and before the Sealing and Delivery of these Presents; the Receipt whereof is hereby acknowledged: And for divers other good Causes and Considerations her the said Dame E. A. hereunto moving, she the said Dame E. A. with the Consent and Approbation of the said S. H. testified by his being a Party to, and signing and sealing of these Presents; *Hath* granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these Presents doth grant, &c. unto the said Sir S. H. W. B. E. W. &c. (in their actual Possession now being, &c.) and to their Heirs, *All* that the Manor and Hundred of, &c. with the Rights, Members and Appurtenances thereof in the said County of, &c. And also all that, &c. And all Fee-Farms, Furze, Lands, Heaths, Moors, Marshes, Mines open and unopen, Ways, Wastes and void Grounds, Escheats, Reliefs, Herriots, Courts, Profits of Courts, Courts Leet and Views of Frank-pledge, and all that to the said Courts and Views of Frankpledge doth appertain, Goods and Chattels of Felons, Fugitives and outlaw'd Persons, and Felons of themselves, Fines, Amerciaments, Liberties, Privileges, and other Profits, Commodities, Jurisdictions, Emoluments and Hereditaments to the said Manors, Hundred and Premisses belonging, or in any wise appertaining, or accepted,



cepted, reputed or taken as Part, Parcel or Member of them, for any of them; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand of her the said Dame E. A. in and to the same. *To have and to hold* the said Manors, Hundreds, Lands, Tenements, Hereditaments, and all and singular the Premises hereby granted, or intended to be hereby granted, with their and every of their Rights, Members and Appurtenances, unto the said Sir S. H. W. B. E. W. &c. and their Heirs, *To* the several Uses, Intents and Purposes, and subject to the Estates, Powers, Provisoos and Limitations herein after in these Presents limited and expressed; (that is to say) *To* the Use of the said Dame E. A. her Heirs and Assigns, until the said Marriage between her and the said S. H. her intended Husband shall be had and solemnized: And from and after the Solemnization thereof, *To* the Use of the said Sir S. H. W. B. E. W. &c. their Executors, Administrators and Assigns, for the Term of 99 Years from thence next ensuing, and fully to be compleat and ended, if the said S. H. and Dame E. A. shall jointly so long live; upon the Trusts herein after mentioned touching and concerning the said Term: And after the Determination of that Estate, *To* the Use and Behoof of the said Dame E. A. her Heirs and Assigns for ever; with and under such Powers, Privileges, Advantages and Authorities as are herein after mentioned and expressed, (that is to say) That it shall and may be lawful to and for the said Dame E. A. at any Time or Times during her natural Life,

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jointly with the said S. H. her intended Husband, or for her alone and without the said S. H. and notwithstanding her Coverture, and as if she were wholly sole and unmarried, as often as she shall see Occasion, and at her Will and Pleasure, by any Deed or Deeds, Writing or Writings, to be by her sealed and executed in the Presence of three or more credible Witnesses; or by her last Will and Testament duly made and published, and which he the said S. H. as much as he may or can, doth hereby empower her to make; or by any Writing purporting her last Will and Testament, sealed and executed as aforesaid, to limit or appoint any new or other Use and Uses, Estate or Estates, of, in and concerning the said Manors, Hundreds, Lands, Tenements, Hereditaments and Premisses hereby granted, or intended to be hereby granted; or of, in and concerning any Part or Parts, Parcel or Parcels thereof, to any Person or Persons whatsoever, either in Fee-Simple, Fee-Tail, or for Life or Lives; or for any Term or Number of Years absolute or determinable upon the Death of any one or more Person or Persons; or by the same Deed or Deeds, Writing or Writings, last Will and Testament, at the like Will and Pleasure of the said Dame E. A. to charge the said Manors, Hundreds, Lands, Tenements and Premisses hereby granted, or intended to be hereby granted, or any Part or Parts, Parcel or Parcels thereof, with the Payment of any Sum or Sums of Money in gross, or with any annual Sum or Sums of Money, to be paid at such Days and Times, and in such Manner and Form as the said Dame E. A. shall in and by such Deed or Deeds, Writing or Writings, last Will and Testament, or Writing purporting

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ing her last Will and Testament, direct, limit or appoint; with Power of revoking all or any such Use or Uses, Charges, Estate or Estates, or any other the Appointments hereby reserved to be made, and of appointing any new or other Use or Uses, Estate or Estates, of and in the said Manors, Hundreds, Lands, Tenements, Hereditaments and Premises hereby granted or intended to be granted, or otherwise, of charging the same, or any Part or Parcel thereof, after such Revocation made, with the Payment of any annual Sum or Sums of Money as the said Dame E. A. shall in her Discretion think fit. *Provided* always, That such Estate or Estates, Charges, Limitations or Appointments, so to be made, limited or appointed, be not made to commence till after the Death of the said Dame E. A. or to prejudice the Estate and Term of 99 Years, determinable as aforesaid, hereby limited to the said Sir S. H. W. B. E. W. &c. their Executors, Administrators and Assigns; any Thing herein contained to the contrary notwithstanding. *And* as for, touching and concerning the said Term and Estate of 99 Years, determinable as aforesaid, limited to the said Sir S. H. W. B. E. W. &c. their Executors, Administrators and Assigns, *It is* hereby covenanted, declared and agreed, by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and every of them is, and is hereby declared to be, That the same is on the Trusts, and to the Intents and Purposes following; (that is to say) *Upon* Trust, in the first Place, That they the said Sir S. H. W. B. E. W. &c. and the Survivors and Survivor of them, their Executors, Administrators and Assigns,

shall yearly and every Year during the joint Lives of them the said S. H. and Dame E. A. out of the Rents, Issues and Profits of the said Manors, Lands, Tenements, Hereditaments and Premisses hereby granted, or intended to be granted, raise any Sum or Sums not exceeding 1000*l.* a Year over and above all Charges and Reprizes whatsoever, as the said Dame E. A. notwithstanding her Coverture, shall by any Writing signed with her own Hand in the Presence of three or more credible Witnesses direct and appoint; and pay the same yearly during the joint Lives of them the said S. H. and Dame E. A. To such Use and Uses, and to such Person and Persons as the said Dame E. A. notwithstanding her Coverture, shall by any Writing executed as aforesaid, direct and appoint: And upon this further Trust, That they the said Sir S. H. W. B. E. W. &c., and the Survivors and Survivor of them, his and their Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, during the Continuance of the said Term of 99 Years, permit and suffer the said S. H. and his Assigns, yearly to receive and take all the rest and Residue of the Rents, Issues and Profits of the said Premisses; or until or in Default of such Appointment, the whole Rents, Issues and Profits of all and every the Premisses aforesaid; *Subject* nevertheless to the several Annuities and Charges on the said Premisses by the said Sir S. A.'s Will or otherwise, and the Interest of the several Portions devised by his said Will to his Daughters. *Provided* always and it is hereby declared, That no Arrears of the said yearly Sum of 1000*l.* shall be at any Time raised by



Virtue of any such Direction or Appointment as aforesaid. *Provided also*, and it is hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said Dame E. A. by and with the Consent of the said S. H. from Time to Time, and at all Times during the joint Lives of them the said S. H. and Dame E. A. by any Writing or Writings indented, under both their Hands and Seals and not otherwise, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of all such Part and Parts of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premisses, as now are or have been anciently leased for One or more Life or Lives, or for any Term or Number of Years determinable upon One or more Life or Lives, to any Person or Persons for One, Two, Three, Four or Five Lives, or for any Term or Number of Years determinable upon One, Two, Three, Four or Five Lives in Possession, Reversion, Remainder, or by Way of future Interest; yet so as there shall never be above Five Lives at any one Time in Being in any one Lease; and so as upon such Lease or Leases, Demises or Grants, there be reserved payable yearly, during the Continuance thereof, the ancient accustomed yearly Rent or Rents, Herriots, and other Things usually paid for the same Premisses so to be leased or granted; and so as such Leases be not made dispunishable of Waste; and so as in every such Lease there be contained a Condition of Re-entry on Non-payment of the Rents, Herriots, and other Things thereby reserved; and so as the Lessee and Lessees, to

whom such Lease and Leases shall be so made, do seal and deliver a Counterpart of such Lease and Leases; and so as the Fine or Fines, Sum or Sums of Money, agreed to be paid by the Lessee for such Lease and Leases, be paid into the said Dame E. A.'s own Hands, or to such Persons as she shall appoint by any Writing under her Hand, in the Presence of two or more credible Witnesses; any Thing in these Presents contained to the contrary notwithstanding. *And* it is hereby declared and agreed by and between all the said Parties to these Presents, and the said S. H. for himself, his Heirs, Executors and Administrators, doth hereby covenant and agree to and with the said Sir S. H. W. B. E. W. &c. That it shall and may be lawful to and for the said Dame E. A. during the joint Lives of them the said S. H. and Dame E. A. to take, have and receive to her own Use, notwithstanding her Coverture, and as if she were sole and unmarried, *All* such Sums of Money as shall be raised by any Fine or Fines, or any Lease or Leases that shall at any Time or Times hereafter be made by Virtue of the said Power above-mentioned, and to dispose thereof, and of every Part thereof, to such Person and Persons, and to such Uses, Intents and Purposes as she shall think fit, without the Hindrance, Controul or Disturbance of the said S. H. and as if she were sole and unmarried; it being the true Intent and Meaning of all the said Parties to these Presents, and so hereby declared to be, That the said Dame E. A. notwithstanding her Coverture, shall have the full, sole and absolute Disposall of all such Sum and Sums of Money as shall, by Virtue of the above Power, be raised, by  
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leasing all or any Part of the said Premises for Life or Lives as aforesaid. *Provided also,* and it is hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said S. H. and Dame E. A. after the Solemnization of the said Marriage, during their joint Lives, by any Writing or Writings under both their Hands and Seals, testified by two or more credible Witnesses, and not otherwise, to make any Lease or Leases, Demises or Grants, of all or any Part or Parts of the said Manors, Messuages, Farms, Lands, Tenements and Premises as are not now, or have not antiently been leased for Lives or Years, determinable upon Lives, to any Person or Persons whatsoever for the Term of 21 Years, or for any Term or Number of Years not exceeding 21 Years; so as such Leases, Demises or Grants for Years which shall be made by the said S. H. and Dame E. A. be made to commence and take Effect in Possession within one Year after the Date thereof; and so as upon all and every such Lease or Leases, Demises or Grants for Years, to be made by the said S. H. and Dame E. A. there be reserved, payable yearly during the Continuance thereof, the best and most improved yearly Rents, which at the Time of making thereof can or may be gotten for the same, without taking any Fine, Sum or Sums of Money or other Thing for and in Lieu of a Fine or Income for the same; and so that in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby to be reserved; and so as the Lessee and Lessees, to whom such Lease and Leases shall be made, do seal and deliver  
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Counterparts of such Lease and Leases; any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

*A Marriage-Settlement, or Assignment of a considerable Personal Estate and Leases, Mortgages, &c. by the Wife to Trustees to raise 10,000l. the Portion of the Wife; and out of it, in the first Place, to pay off several Mortgages and Incumbrances on the Husband's Estate, intended to be settled on the Wife for her Jointure, and the Residue to the Husband: And in the next Place, to apply the Rents of the Leases towards raising 1000l. per Annum for the separate Use of the Wife; and afterwards to make such Assignments of the Remainder of the Premises as the Wife shall appoint, subject to the Trusts in the Will of her former Husband. Proviso for the Trustees to reimburse themselves all Charges, and that each shall be accountable for his own Acts only: And Covenant from the Husband, not to impede or hinder the Execution of the Trusts, &c.*

**T**HIS Indenture Tripartite made, &c. Between Dame E. A. of *Essex*. Widow and Relict, and also Executrix of the last Will and Testament of Sir S. A. late of, *Essex*. Kt. deceased, of the first Part; S. H. of, *Essex*. Esq; of the second Part; and Sir S. H. of, *Essex*. Kt. W. B. E. W. J. S. and T. E. of, *Essex*. of the third Part. Whereas the said Dame E. A. either in her own Right, or as Executrix of the said Sir S. A. stands possessed of, and interested in, all and every the Leases, Mortgages, Debts by Bond, Jewels, Plate, Goods, Chattels and Household-stuff, in the Schedule hereto annexed mentioned. And whereas there is a Marriage intended



tended (by the Permission of God) shortly to be had and solemnized between her the said Dame E. A. and the said S. H. Upon the Contract of which said Marriage it is intended and agreed, That the said S. H. shall settle, convey and assure, To the Use of the said Dame E. A. for her Life for her Jointure, Lands and Tenements of the yearly Value of 600*l.* over and above all Reprizes, (publick Taxes excepted) to take Effect in Possession immediately after his Death, and to be free from all Incumbrances whatsoever : In Consideration whereof, the said Dame E. A. hath agreed to advance and pay out of her personal Estate the Sum of 10000*l.* which Moneys are to be applied in the first Place to discharge the several Incumbrances herein after mentioned which now are on the Lands of the said S. H. intended to be settled for her Jointure as aforesaid; and the Surplus, after Payment of the Incumbrances following, (*viz.*) To J. G. 4000*l.* secured by Indenture Tripartite, bearing Date, &c. made between, &c. of All that Messuage, &c. for the Term of 500 Years, redeemable on Payment of 4000*l.* and Interest; And to, &c. the Sum of, &c. After the raising and Payment thereof, the Residue of her said Personal Estate in the said Schedule hereunto annexed mentioned, and the Proceeds and Effects thereof, shall be settled and assured in such Manner, as after the Solemnization of the said intended Marriage, and during the joint Lives of her and the said S. H. she may have and receive thereout, and out of her real Estate, the yearly Sum of 1000*l.* over and above all Reprizes, for the sole and separate Use and Benefit of her the said Dame E. A. and dispose thereof as  
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if she were a Feme Sole, and afterwards to remain on the Trusts herein after declared. *Now this Indenture witnesseih*, That to the Intent the said Agreement may be effectually performed and executed; And in Consideration also of the great Trust and Confidence which she the said Dame E. A. hath and doth repose in the said Sir S. H. W. B. E. W. J. S. and T. E. and of 5 s. in Money to her in Hand paid by the said Sir S. H. &c. the Receipt whereof is hereby acknowledged: She the said Dame E. A. *Hath* granted, bargained and sold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir S. H. W. B. &c. *All* and every the Chattels, Leases, Bonds, Mortgages, and other Estates, Terms and Interests, whereof or wherein the said Dame E. A. either as Executrix of the said Sir S. A. or in her own Right, or any Person or Persons *In Trust* for her, are or is possessed or interessed in Law or Equity, and particularly mentioned in the Schedules hereto annexed; and all Lands, Tenements and Hereditaments in each of them severally contained, and all Moneys thereby secured, and Rents thereby reserved; and all her Right, Title, Interest, Claim and Demand in and to the same, and every of them; and also all the Plate, Jewels, Cattle, Goods and Household-stuff in the said Schedule hereto annexed mentioned. *To have and to hold* the said Leases, Mortgages, and other Estates and Securities in the said Schedules hereto annexed mentioned; And all and every the Messuages, Lands, Tenements and Hereditaments in them contained, unto the said Sir S. H. W. B. their Executors and Administrators, for and during all the rest, Residue and Remainder of the several

veral Terms, Estates and Interests granted, or mentioned to be granted by the said Leases and Mortgages, and now in Being and not determined, which are yet to come and unexpired: *And to have and to hold* the said Bonds, Plate, Jewels, Goods and Household-stuff, in the said Schedules hereto annexed mentioned, unto the said Sir S. H. W. B. &c. their Executors and Administrators, as their own proper Goods and Chattels from henceforth for ever. *Nevertheless* upon the several Trusts and Confidences, and for the several Ends, Intents and Purposes following: (that is to say) That they the said Sir S. H. W. B. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall in the first Place call in and receive the said Mortgage-Moneys and Money secured by Bond, and apply and pay the same towards the raising and Payment of the said Sum of 10,000*l.* And what shall be then wanting to compleat and make up the said Sum of 10,000*l.* shall and ought either by, with and out of the Rents and Profits of the said Leasehold Premises, or by Sale or Mortgage thereof, or any Part thereof, raise the Remainder of the said Sum of 10,000*l.* to be by them applied for Payment of the said respective Mortgage-Debt of 4000*l.* &c. so due to the said J. G. &c. and all Interest to them respectively due by reason of the respective Mortgages of the Manors, Messuages and Lands settled, or intended to be settled and conveyed by the said S. H. for the Jointure of the said E. A. Upon Payment whereof, the said Mortgages and Incumbrances are and shall be assigned to Persons in Trust for protecting such Jointure; and the  
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Remainder of the said Sum of 10,000 *l.* (if any) to be paid to the said S. H. his Executors, Administrators and Assigns: And in the next Place, *In Trust*, that the said Sir S. H. W. B. &c. their Executors, Administrators and Assigns shall apply the Rents and Profits of the said Leasehold Estate towards raising and Payment of the said 1000 *l. per Ann.* and for the separate Use of the said Dame E. A. and such other Trusts, as by one Indenture of Release bearing equal Date herewith, and made between the same Persons as are Parties to these Presents, are limited, declared and appointed, during the joint Lives of the said S. H. and Dame E. A. And afterwards shall and ought to make such Assignments, Grants and Dispositions of the said Leases, Plate, Goods and Chattels, and the Proceeds and Effects thereof, as the said Dame E. A. alone, or with the said S. H. and testified by three or more credible Witnesses, shall direct and appoint, subject nevertheless to the Trusts in the last Will of the said Sir S. A. And in Case the said Dame E. A. shall make no Direction or Appointment, *then* the said Sir S. H. W. B. &c. and the Survivors and Survivor of them, are to stand possessed thereof for the sole and separate Use and Benefit of the said Dame E. A. her Executors and Administrators. *Provided* always, and it is agreed by and between the said Parties to these Presents, That it shall and may be lawful for the said Sir S. H. W. B. &c. their Executors and Administrators, to have, take and receive out of the Premises hereby granted and assigned, sufficient Money to reimburse themselves, not only all Costs, Charges and Expenses by them to be expended and laid out in the

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Prosecutions or Defence of any Suits in Law or Equity relating to the said Trust, and all other their Journeys and travelling Expences thereabout; but also all Damages by them to be sustained in respect of their Acceptance of and acting in the said Trust. *And further,* That each of them the said Sir S. H. W. B. &c. shall be accountable for his own Receipts and Acts only, and not for the rest, or the Acts of each other. *And* the said S. H. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said Sir S. H. W. B. &c. their Executors and Administrators, That neither he the said S. H. his Heirs, Executors or Administrators, shall or will impede, hinder or obstruct the said Sir S. H. W. B. &c. or either of them, in the Execution of their said Trust hereby in them reposed; but will from Time to Time, and at all Times hereafter permit the same, and the Proceeds and Effects thereof to be managed, received, paid and applied, according to the Trusts aforesaid. *In Witness, &c.*

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*A Marriage Deed or Settlement made by the Husband, of the Real and Personal Estate of the Wife, In Trust for her Use and Benefit, as a separate and distinct Estate; with Power to the Wife, to give and dispose thereof by Deed or Will, &c. And for the Trustees to bring Actions in the Name of the Husband and Wife, to recover Money due to the Wife for her Use; and covenant that the Husband will not release them, &c.*

**T**HIS Indenture Tripartite made, &c. Between T. N. of, &c. of the first Part, E. R. of, &c. Widow, of the second Part, and B. R. and W. S. of, &c. of the third Part. *Whereas* W. C. late of, &c. in and by his last Will and Testament, under his Hand and Seal bearing Date, &c. did give and bequeath unto the said E. R. All his freehold Estate whatsoever lying and being in, &c. and to her Heirs and Assigns for ever, and also all his Leasehold Estate whatsoever in, &c. containing one Messuage or Tenement, &c. for and during the Term of the Lease or Leases whereby he then held the same; and he did thereby also give to the said E. R. divers Sums of Money due to him the said W. C. &c. as in and by the said recited Will, proved in the Prerogative Court of *Canterbury*, more at large may appear: By Virtue of which said Will of the said W. C. deceas'd, she the said E. R. is intituled unto, and seised and possessed of, all and singular the said Freehold and Leasehold Estates, and also the said Sums of Money above-mentioned. *And whereas* a Marriage is intended to be shortly had and solemnized between the said T. N. and her the

the said E. R. and it is agreed by and between the said T. N. and E. R. That if the said Marriage shall take Effect, then from and after the Solemnization thereof, the said T. N. during his Life, shall have and receive the yearly Sum of, &c. out of the Rents or Produce of the Estates above-mentioned; And that then, notwithstanding the said Marriage, He the said T. N. his Heirs, Executors, Administrators or Assigns, shall not nor will intermeddle with or have any Right, Title or Interest, either in Law or Equity, in or to any part of the Rents, Issues and Profits of the said several Estates, given and bequeathed to her the said E. R. by the said recited Will of the said W. C. (except the said yearly Sum of, &c. above-mentioned) neither shall he the said T. N. his Executors, Administrators or Assigns, meddle with, or have any Right, Title or Interest, in or to any of the said Debts or Sums of, &c. But the same shall be and remain to and for the sole and separate Use and Benefit of the said E. R. *Now this Indenture Witnesseth*, that for the making the said Agreement good and effectual in the Law, and for keeping and preserving the Rents of the several Estates, and the Interest of, &c. above-mentioned, to and for the separate Use of her the said E. R. and so that the same shall not be in the Power or Disposal of the said T. N. or liable to any of his Debts or Incumbrances; he the said T. N. doth for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise, declare and agree, to and with the said B. R. and W. S. and the Survivor of them, and the Executors and Administrators of the Survivor of them, by these Pre-

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sents, that notwithstanding the said intended Marriage shall take Effect, all the Rents of the said Freehold and Leasehold Estates above-mentioned, as shall from Time to Time become due and payable to her the said E. by Virtue of the said recited Will, and also the Interest due or to grow for the said, &c. (except the said yearly Sum of, &c.) and the Reversion of the said Estates, &c. Shall be accounted, reckoned and taken as a separate and distinct Estate, of and from the Estate of him the said T.N. and no ways subject to him, or to the Payment of any of his Debts; but shall, with the Profits or Increase, that shall hereafter be gotten, gained or made of the same, be ordered, disposed and employed to such Person and Persons, and to and for such Use and Uses, Intents and Purposes, and in such Manner and Form, as is hereafter mentioned and declared; (that is to say) That the ready Money arising or accruing out of the said separate and distinct Estate before-mentioned, shall from Time to Time be placed out at Interest on such Securities as she the said E. R. shall think fit, which Securities during the Coverture, shall be taken and made in the Names of the said B. R. and W. S. or the Survivor of them, or in the Name or Names of such other Person or Persons as she the said E. R. shall order and appoint, In Trust for her the said E. R. and that all the said separate and distinct Estate before declared and agreed to be and remain to the said E. R. as aforesaid, and the Produce and Increase thereof, shall be had, taken, held, possessed and enjoyed by such Person and Persons and for such Use and Uses as the said E. R. shall at any Time or Times hereafter, during her Life, li-

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mit, give, devise, appoint or dispose of the same, or any Part or Parts thereof, either by her last Will and Testament in Writing, or by any Writing purporting or intending to be her last Will and Testament, or by any other Writing to be signed with her Hand in the Presence of two or more credible Witnesses. *And* the said T. N. doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said B. R. and W. S. and the Survivor of them, and the Executors and Administrators of such Survivor, by these Presents in Manner and Form following, (that is to say) that if the said intended Marriage shall take Effect, Then he the said T. N. shall and will permit and suffer the said E. R. to give, grant and dispose of her said separate Estate as she shall think fit, in her Lifetime, and to make such Will or other Writing as aforesaid, and thereby to give, devise, limit and appoint her said separate Estate, to any Person or Persons, for any Trust, Use, Intent or Purpose whatsoever; and that he the said T. N. shall and will permit such Will hereafter to be made to be duly proved by the Executors or Administrators in the Will named, or to be named, and Probat of such Will to be had and taken as usual; and that the Person or Persons to whom the said E. R. shall give or dispose any Part of her separate Estate, by her Will or any other Writing, that shall be signed, sealed and executed by her in the Presence of two or more credible Witnesses as aforesaid, shall and lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the same, according to the true Meaning of such Gift, Devise or Appointment, without

any Let, Suit, Trouble, Denial, Hindrance or Interruption of or by the said T. N. his Heirs, Executors, Administrators or Assigns, or any of them. *And also*, that it shall and may be lawful to and for the said B. R. and W. S. and the Survivor of them, and the Executors and Administrators of the Survivor of them, at any Time from and after the said intended Marriage shall take Effect, to commence any Action or Suit in Law or Equity, in the Name or Names of the said T. N. and E. his intended Wife, against any Person or Persons for recovery of any Sum or Sums of Money due or to grow due to the said E. R. on her said separate Estate as aforesaid: And that he the said T. N. shall not nor will release or discharge any such Action or Suit, nor receive, release or discharge any Sum or Sums of Money now due, or hereafter to grow due to the said E. R. on account of her said separate Estate above-mentioned, without the special Licence and Consent of them the said B. R. and W. S. or the Survivor of them, or the Executors or Administrators of the Survivor of them, in that Behalf first had and obtained in Writing, under their or some of their Hands and Seals; but that he the said T. N. shall and will avow, justify and maintain all lawful Actions and Suits, that shall be so commenced for the Recovery of the Premises, and also shall and will as often as thereto desired by the said B. R. and W. S. or the Survivor of them, join with the said E. his intended Wife, in any Receipt, Release, Discharge or Assignment necessary to be given, on receiving in any of the Moneys due or to grow due to the said E. as aforesaid, or in Transferring of, &c. aforesaid. *And further*, that he

the said T.N. shall and will from Time to Time and at all Times, from and after the said intended Marriage shall take Effect, upon every reasonable Request, and at the proper Costs and Charges of the said B.R. and W.S. or the Survivor of them, or the Executors or Administrators of the Survivor of them, make, do and execute all and every such further Act and Acts Thing and Things, for the further and better settling, recovering and receiving of the Moneys; Goods and Estate of the said E.R. before declared to be for her separate Use, Benefit and Disposal as aforesaid, as by the said B.R. and W.S. or the Survivor of them, or the Executors or Administrators of the Survivor of them, or their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required. *And*, that he the said T.N. his Heirs, Executors or Administrators, shall not nor will at any Time or Times hereafter, do, commit or suffer, or cause to be done, committed or suffered, any Act, Matter or Thing whatsoever, whereby or wherewith, or by Reason or Means whereof the said E. shall or may be any ways frustrated or hindered in the having, holding and enjoying her said Estate to her own separate Use, or in the giving or disposing of the same according to the true Intent and Meaning of these Presents. *Provided* always, and it is declared, concluded and agreed, by and between all the said Parties to these Presents, and it is the true Intent and Meaning hereof, and of the said Parties hereunto, That they the said B.R. and W.S. and the Survivor of them, and the Executors and Administrators of the Survivor of them, shall and may from Time to Time

reimburse, satisfy and pay themselves out of the said Estate, all such necessary and reasonable Charges, as they shall sustain or be put unto, by Reason of their being made Parties to these Presents, or transacting any Trust, or doing any Thing pursuant thereto; and that neither of them the said B. R. and W. S. shall be any ways accountable for the Act of the other, or liable to make good any more of the said Estate than what shall really and *bona fide* come to his Hands or Custody. *Provided also*, and it is declared and agreed, by and between the said Parties to these Presents, That the said T. N. his Executors and Administrators, shall from Time to Time, and at all Times hereafter, be indemnified and saved harmless, out of the separate Estate of the said E. from all Manner of Costs, Charges, Damages or Trouble, that he or they shall or may sustain, incur or be put unto, for or by Reason or Means of his the said T. N.'s joining or being made a Party in any Action or Suit, for recovering any Part of the separate Estate of the said E. or joining or being made a Party in any Receipt, Release or Assignment, to be made and given, upon receiving any Part of the separate Estate of her the said E. as aforesaid, or on any other Account whatsoever, relating to the said separate and distinct Estate. *In Witness, &c.*

*A Re-*



*A Release of a Manor and Lands on Marriage, from the Husband and Wife to the Use of the Wife's Father, and his Heirs Males, in Consideration of 5000*l*. a Marriage Portion; (which Manor and Lands were formerly the Father's, and mortgaged to a Relation, who released the Mortgage-Debt, and paid a further Sum to the Wife's Father for the Purchase of the Lands, and thereupon they were conveyed to Trustees for the Use of his Daughter as an Addition to her Fortune) made to the Uses above, in Pursuance of Marriage-Articles, &c.*

**T**HIS Indenture made, &c. Between Sir E. T. of, &c. Baronet, and Dame M. his Wife (Daughter of the Right Honourable J. H. of, &c. Esq;) Sir F. M. of, &c. Bart. and C. H. of, &c. Esq; and the said I. H. of the one Part; and I. H. of, &c. Gent. of the other Part. Whereas in and by certain Indentures of Lease and Release, the Lease bearing Date the fifth Day of *December*, and the Release being Quadrupartite, and bearing Date the 6th Day of *December* in the Year of our Lord, &c. and made between the said J. H. of the first Part; the Right Honourable the Lady A. H. Mother of the said J. H. of the second Part; the said Sir F. M. and C. H. of the third Part, and the said Dame M. Wife of the said Sir E. T. by the Name of M. H. Daughter of the said J. H. of the fourth Part; reciting therein, that the said J. H. then owed and was indebted unto the said Lady A. H. in the Sum of 800*l*. principal Money, the same being secured in and by a certain Indenture Tripartite, bearing Date, &c. then last past, made between the said J. H. of the first Part, Sir F. C. of, &c. Kt. and I. M. of,

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of, &c. Gent. of the second Part, and the Lady A. H. and M. D. of, &c. Gent. of the third Part, whereby the Manor of, &c. aforesaid, and the Manor of, &c. were and stood mortgaged unto the said Lady A. H. and M. D. by several and distinct Moieties, for the Remainder of several long Terms of Years, and in the said Indenture expressed; and being otherwise also secured to be paid unto her the said Lady A. with Interest on, &c. then next, and that the Interest was then satisfied until the Day of the Date thereof; and that the said J. H. being also then indebted unto the said M. D. in the Sum of 200*l.* principal Money, the same being also in and by the same Indenture, and otherwise secured to be paid unto him with Interest on the same Day, &c. then next, and that the Interest of the said 200*l.* was then likewise satisfied unto the Day of the Date thereof; and reciting farther, that the said Lady A. H. for and out of the singular Love and natural Affection, which she had and did bear unto the said M. H. her Grandchild, was very desirous that a competent Fortune or Provision should be secured and made safe, not only for her Maintenance, but for her Preferment in Marriage, in Case she should live to a competent Age for Marriage, she the said Lady A. H. in order to and for or towards the obtaining and procuring of such Provision to be made for the said Marriage as aforesaid, did therein and thereby remise, release and quit Claim unto the said J. H. the said Debt of 800*l.* and every Part thereof, with all the Interest thenceforth to arise or grow due for the same, and all and every Sum and Sums of Money in the said Indenture Tripartite appointed, covenanted or agreed to be

be paid by the said J. H. unto the said Lady A. H. her Executors or Assigns; and all and every Covenant, Covenants, Promise, Obligation and Agreement whatsoever in the said recited Indenture Tripartite, or in and by any Deed, Deeds or Writings whatsoever contained, for the Payment of the said Principal Sum of 800*l.* or of any Sum or Sums meant or intended for or as Interest thereof; and to the same End and Intent also she the said Lady A. H. did, at the Request of the said J. H. pay unto the said M. D. the Sum of 200*l.* in Satisfaction of the said Debt unto him due by the said J. H. as aforesaid; and moreover paid unto the said J. H. the Sum of 500*l.* more, and for the Sum 5*s.* in Money unto the said J. H. by the said Sir F. M. and C. H. in Hand paid; as also for the natural Love and Affection which he the said J. H. himself had and did bear likewise unto the said M. his Daughter, he the said J. H. did therein and thereby grant, release and confirm unto the said Sir F. M. and C. H. their Heirs and Assigns, *All* that the Manor and Farm of *Ec.* and all and every the Messuages, Houses, Buildings, Courts, Yards, Backsides, Orchards, Gardens, Clofes, inclosed Grounds, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Profits and Hereditaments whatsoever, to the said Manor and Farm, or to any Part thereof belonging or appertaining, or therewithal as Part or Parcel thereof, or as belonging thereunto, commonly used, letten or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; and all and every other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said J. H. or which were late of the said A. H.

A. H. in, &c. *aforefaid*. *To have and to hold* the faid Manor, Farm and Premiffes, with their Appurtenances, unto the faid Sir F. M. and C. H. their Heirs and Affigns, to and upon the feveral Ufes and Trufts, and to the Intents and Purpofes following, (that is to fay) *firft*, To the End and Intent that during the joint Lives of the faid Lady A. H. and J. H. he the faid J. H. fhould and might have and receive and take by and out of the Rents and Profits of the Premiffes, one Annual Sum or yearly Payment of 20*l.* on the Feaft of, &c. and, &c. by epual Portions yearly to be paid, free from all Taxes and Reprizes whatfoever, with Power to diftrain for Non-payment thereof; *And* as for and concerning the faid Manor and Farm, and all other the faid Premiffes, with the Appurtenances charged and chargeable with the faid yearly Payment or Sum of 20*l.* in Manner aforefaid, *To* the Ufe and Behoof of the faid Lady A. H. for and during the Term of her natural Life; and immediately from and after her Deceafe, *To* the Ufe and Behoof of the faid Sir F. M. J. H. and C. H. their Heirs and Affigns for ever, *Upon Truft* neverthelefs, and to and for the feveral Ends and Intents following; (that is to fay) *firft*, To the End and Intent, that until fuch Conveyance fhould be made by the faid Sir F. M. J. H. and C. H. as was therein after expreffed or appointed to be by them made, *They* the faid Sir F. M. J. H. and C. H. their Heirs and Affigns, fhould and would permit and fuffer her the faid M. and the Heirs of her Body, and for Want of fuch Issue, the faid J. H. and his Heirs, to have, hold and enjoy all and fingular the faid Premiffes, with their Appurtenances, and to receive



ceive and take the Rents, Issues and Profits thereof, to and for her, his and their own Benefit; and to this further End and Intent, and upon this further Trust and Confidence, That if during the Lives of the said Lady A. H. and J. H. or the Life of the Survivor of them, the said M. should marry or be married before the Age of 21 Years, with the Approbation and Consent of the said Lady A. H. and J. H. or of either of them, to be signified in Writing under their or either of their Hands: Or if after the Death of the Survivor of them, she the said M. should before her said Age of 21 Years, and during the Lives of the said Sir F. M. and Dame D. his Wife, or the Life of the Survivor of them, be married with the Consent and Approbation of the said Sir F. M. and Dame D. his Wife, or either of them, to be signified in Writing, under their or either of their Hands; or if the said M. should be married before such her said Age of 21 Years, and after the Decease of the said Lady A. H. J. H. Sir F. M. and Dame D. his Wife, and of the Survivors of them, That then, or at any Time thence after, they the said Sir F. M. J. H. and C. H. or the Survivors or Survivor of them, or the Heirs and Assigns of them, or of the Survivors or Survivor of them, should and would, upon the Request and at the Charges of her the said M. her Heirs or Assigns, lawfully and duly convey and assure the said Manor, Farm and Premises, with the Appurtenances, unto the said M. her Heirs and Assigns, or to any such other Person or Persons, or to his or their Heirs or Assigns, for such Estate and Estates, and for such Trusts, and to such Ends, and with such Conditions as she the said M. H. should

should by any Writing or Writings to be by her subscribed and sealed in the Presence of three or more credible Witnesses, direct or appoint, notwithstanding that she the said M. at the Time of such her subscribing or sealing thereof, might not or should not have attained her said Age of 21 Years; and whether the said M. at the Time of her subscribing or sealing thereof should be married or sole, so as such Writing or Writings so to be by her subscribed or sealed under her said Age of 21 Years, should not be by her so subscribed or sealed above the Space of two whole Days next before her said Marriage; and if the said M. should live unto such her said Age of 21 Years, and should not be married in the mean Time, That then or at any Time after she the said M. should have attained her said Age of 21 Years, they the said Sir F.M. J.H. and C.H. or the Survivors or Survivor of them, or the Heirs or Assigns of them, or of the Survivors or Survivor of them, should and would upon the Request and at the Charges of the said M.H. or of the Heirs of her Body, lawfully and duly convey and assure the said Manor, Farm and Premises, with the Appurtenances, unto such Person and Persons, and his and their Heirs and Assigns, and for such Estate and Estates as she the said M.H. should by any Deed or Deeds, Writing or Writings, to be by her subscribed and sealed in the Presence of three or more credible Witnesses, direct or appoint; and in Default of any such Direction or Appointment, *then* to or to the Use of the said M. and the Heirs of her Body; *and* for Default of such Issue, to or to the Use of the said J.H. his Heirs and Assigns for ever: And if

no such Conveyance should be made during the Life of the said M. or during the continuance of any Issue of her Body; *then* the said Sir F. M. and C. H. their Heirs and Assigns, should and would at the Request, Costs and Charges of the said J. H. his Heirs or Assigns, lawfully and duly release, convey and assure all and singular the Premises unto the said J. H. his Heirs and Assigns for ever, free from all Incumbrances done or suffered by the said Trustees respectively, or by their respective Heirs or Assigns: But if the said M. should before such her said Age of 21 Years, and during the Life-time of the said Lady A. H. and J. H. or of the Survivor of them, marry or be married unto or with any Person, without the Approbation or Consent of the said Lady A. H. and J. H. or of one of them, to be so signified as aforesaid; or if before such her said Age, and after the Decease of the said Lady A. H. and J. H. and of the Survivor of them, and during the Life-time of the said Sir F. M. and Dame D. his Wife, or of the Survivor of them, she the said M. should marry or be married, without the Approbation or Consent of the said Sir F. M. and Dame D. his Wife, or of one of them, to be signified as aforesaid; That then they the said Sir F. M. J. H. and C. H. and the Survivors or Survivor of them, or the Heirs or Assigns of them, or the Survivors of them, should and would upon the Request and at the Charges of the said M. or of any Issue of her Body lawfully to be begotten, lawfully and duly convey and assure the said Manor, Farm and Premises, with the Appurtenances, unto or to the Use of the said M. for the Term of her natural Life only; and that not punishable  
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of Waste; and from and after her Decease to Use of such Child, and of all and every the the Children, which she the said M. should thence after have of her Body lawfully begotten, and of the Heirs of the Body and Bodies of such Child or Children lawfully to be begotten, every one of the same Children, if there should be more such Children than one, whether the same should be Male or Female, to take after the Way and Nature of Coparceners at the Common Law, or Tenants in Common, and not as joint Tenants; and for Default of such Issue, to the Use and Behoof of the said J. H. his Heirs and Assigns for ever: But if no such Conveyance should be made, in such Case and Manner as is last mentioned, during the Life-time of the said M. or during the Continuance of any Issue of her Body, lawfully to be begotten; That then the said Sir F. M. and C. H. their Heirs and Assigns, should and would upon the Request, and at the Charges of the said J. H. his Heirs or Assigns, lawfully and duly release, convey and assure all and singular the Premises unto the said J. H. his Heirs and Assigns for ever, free from all Incumbrances done or suffered, or to be done or suffered by them the said Sir F. M. and C. H. respectively, or by their respective Heirs or Assigns, and to no other Use, End and Intent, or upon any other Trust or Confidence whatsoever. *And whereas* the said Lady A. H. died several Years since: *And whereas* the said M. H. since her Death, and with the Consent of the said J. H. her Father, hath intermarried with the said Sir T. E. *And whereas* before and on the Contract of the said Marriage, It was in and by certain Articles of Agreement bearing Date, &c. last past, and made between the



the said Sir E. T. of the first Part, the said J. H. of the second Part, and the said Dame M. by the Name of M. H. Daughter of the said J. H. of the third Part, agreed, That the said J. H. should pay to the said Sir E. T. a Portion with the said Dame M. the Sum of 5000*l.* at such Times, and in such Manner as in the said Articles is mentioned and appointed: And that the said Sir E. T. and Dame M. his Wife, should in Consideration thereof convey the said Manor and Farm of, &c. with the Appurtenances, and all their Estate, Right, Title and Interest either in Law or Equity, in and to the same, unto the said J. H. and his Heirs, or to whom he or they should direct or appoint. *Now this Indenture witnesseth*, That the said Sir E. T. and Dame M. his Wife, in Pursuance and Performance of the same Agreement, and in Consideration of the said Marriage-Portion; and the said Sir F. M. J. H. and C. H. in Pursuance and Performance of the Trust in them reposed by the said Lady A. H. and in Consideration also of the Sum of 5*s.* of, &c. to them the said Sir F. M. J. H. and C. H. in Hand paid by the said I. M. the Receipt whereof they the said Sir F. M. J. H. and C. H. do hereby confess and acknowledge, they the said Sir E. T. and Dame M. his Wife; and the said Sir F. M. J. H. and C. H. by and with the Consent, Direction and Appointment of the said Sir E. T. and Dame M. his Wife, testified by their being Parties to and signing and sealing of these Presents, *Have* and every and either of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and every and either of them doth fully, freely and absolutely grant, &c. unto the said I. M. (in his actual Possession,

sion, &c.) and to his Heirs and Assigns for ever; *All* that the said Manor or Farm of, &c. and all and every the Messuages, Houses, Buildings, Courts, Yards, Back-sides, Orchards, Gardens, inclosed Grounds, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Profits and Hereditaments whatsoever, to the said Manor and Farm, or to any Part thereof belonging or appertaining, or therewithal, as Part or Parcel thereof or as belonging thereunto, commonly used letten or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; and also all and every other the Messuages, Lands, Tenements and Hereditaments whatsoever of them the said Sir E. T. and Dame M. his Wife, Sir F. M. J. H. and C. H. or any or either of them, and which were late of the said Lady A. H. in, &c. aforesaid; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever of them the said Sir E. T. and Dame M. his Wife, and of the said Sir F. M. J. H. and C. H. of, in and to the said Premisses, or any Part or Parcel thereof; and also all Deeds, Evidences and Writings now in the Custody or Power of the said Sir E. T. and Dame M. his Wife or of the said Sir F. M. and C. H. or either of them, or of any other Person or Persons in Trust for the said Dame M. which concern the said Premisses only, or any Part thereof, together with true Copies of all other Deeds, Evidences and Writings which concern the said Premisses jointly

jointly with any other Lands, Tenements and Hereditaments in the Power or Custody of the said Sir E. T. Sir F. M. and C. H. or either of them, *To have and to hold* all and singular the said Manor, Farm and Premisses, with the Appurtenances, unto the said I. M. his Heirs and Assigns for ever, *To*, for and upon the several Uses, Intents and Purposes herein after particularly mentioned, limited, expressed and declared; (that is to say) *To* the Use and Behoof of the said J. H. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease, *then* to the Use and Behoof of J. H. the younger, Esq; Son and Heir apparent of the said J. H. and to the Heirs Males of his Body lawfully to be begotten; and for Default of such Issue, *then* to the Use and Behoof of the said J. H. the elder, his Heirs and Assigns for ever. *And* the said Sir F. M. doth by these Presents, for himself, his Heirs and Assigns, covenant and grant to and with the said J. H. his Heirs and Assigns, that he the said Sir F. M. hath not made, done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the the said Premisses above-mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. *And* the said C. H. doth by these Presents for himself, his Heirs and Assigns, covenant and grant to and with said J. H. his Heirs and Assigns, that he the said C. H. hath not made, done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Manor and Premisses above-mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate,

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or otherwise howsoever. *And* the said Sir E. T. doth by these Presents for himself, his Heirs and Assigns, covenant and grant to and with the said J. H. his Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing by him or the said Dame M. his Wife done to the contrary) all and singular the said Premises above-mentioned, with the Appurtenances, shall and may at all Times hereafter remain and continue to and for the several Uses, Intents and Purposes above-mentioned, according to the true Intent and Meaning of these Presents. *And also*, That they the said Sir E. T. and Dame M. his Wife and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, them or either of them, shall and will from Time to Time, and at all Times hereafter, at the Request, Costs and Charges of the said J. H. his Heirs or Assigns, make, do and execute, or cause to procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, To and for the several Uses, Intents and Purposes herein before mentioned, limited, expressed and declared, as by the said J. H. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. *And lastly*, It is covenanted,  
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ed, granted, concluded and agreed upon, by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. of the said Manor and Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Messuages, Tenements or Hereditaments, by or between the said Parties to these Presents; or by or between them or any or either of them, and any other Person or Persons, *As* for and concerning all and singular the said Premises, with the Appurtenances, *shall be* and enure, and shall be adjudged, esteemed and taken to be enure, *To*, for and upon the several Uses, Trusts, Intents and Purposes herein before mentioned, limited, expressed and declared, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

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*A Marriage-Settlement by Release, made by the Husband before Marriage, to Trustees, for the Use of himself for Life; Remainder to his Wife for Life, which (with what other Provision is made for her by another Indenture) is in full of her Jointure; Remainder to the Heirs Males of the Body of the Wife by the Husband; Remainder to Trustees for 500 Years to raise Daughters Portions; Remainder to the Husband and his Heirs: Proviso, If either of the said Daughters marry without Consent of the Father and Mother, or Trustees, the Fortune of such Daughter to go to the other Daughter or Daughters as shall marry with such Consent; and if none of the Daughters shall marry with Consent, or live to the Age of 21 Years, then the Term of 500 Years to cease and be void, &c.*

**T**HIS Indenture Tripartite, made, &c. Between W.A. of, &c. Esq; of the first Part; B.N. of, &c. Widow; W.N. of, &c, Esq; and A.N. of, &c. Esq; (Sons of the said B.) of the second Part; and J.N. single Woman, Daughter of the said B. of the third Part, *Witnesseth*, That the said W.A. for and in Consideration of a Marriage intended (by God's Permission) shortly to be had and solemnized between the said W.A. and the said J.N. and of the Sum of 3000*l.* to be had and received by the said W.A. as a Marriage Portion with the said J. And for that a competent Jointure may be had, made and provided for the said J. (in Case the said Marriage shall take Effect) and for the settling and assuring the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to and for the several Uses, Intent

tents and Purposes herein after limited and declared, pursuant to the Agreement made upon the Contract of the said intended Marriage; He the said W. A. *Hath* granted, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said B. N. W. N. and A. N. (in their actual Possession now being, &c.) and to their Heirs, *All* that Messuage, Tenement or Farm, and all Arable Lands, Meadow and Pasture Grounds thereunto belonging, or in any wise appertaining, and therewith commonly let, used or enjoyed, containing in the whole by Estimation, &c. (be the same more or less) commonly called or known by the Name or Names of, &c. And all other the Messuages, Lands, Tenements and Hereditaments of the said W. A. situate and being in, &c. in the County of, &c. And all Houses, Buildings, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Ways, Waters, Water-courses, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said Premises, or any Part thereof belonging or appertaining, or therewith usually let, occupied or enjoyed; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Messuages, Lands and Premises above-mentioned, and of every Part and Parcel thereof; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said W. A. of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* all and singular the said Messuages, Lands, Tenements and Hereditaments

above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said B. N. W. N. and A. N. their Heirs and Assigns, to and for the several Uses, Intents, Trusts and Purposes herein after mentioned, limited, expressed and declared; (that is to say) To the Use and Behoof of the said W. A. and his Heirs, until the Marriage between him and the said J. N. his intended Wife shall be had and solemnized: And from and after the Solomnization thereof, To the Use and Behoof of the said W. A. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; And from and after the Determination of that Estate, To the Use and Behoof of the said B. N. W. N. and A. N. and their Heirs, for and during the natural Life of the said W. A. *In Trust* to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries and bring Actions, as the Case shall require: *Yet nevertheless in Trust*, to permit and suffer the said W. A. and his Assigns, to receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit during his natural Life. And from and after the Decease of him the said W. A. To the Use and Behoof of the said J. N. (intended Wife of the said W. A.) and her Assigns, for and during the Term of her natural Life, which (with other Provision as is intended to be made for her, in and by one Indenture intended to bear equal Date with these Presents, and made between the same Persons who are Parties hereto) is intended for her Jointure, and in full Satisfaction and Bar



Bar of her Dower or Thirds, which she may claim to have in any Lands, Tenements or Hereditaments, whereof or wherein he the said W. A. shall at any Time during his Life be seized of any Estate of Inheritance: And from and after the Decease of the Survivor of them the said W. A. and J. his intended Wife, To the Use and Behoof of the Heirs Males of the Body of the said J. N. by the said W. A. her intended Husband lawfully to be begotten; And for Want of such Issue, To the Use and Behoof of the said B. N. W. N. and A. N. their Executors, Administrators and Assigns, for and during the Term of 500 Years thence next following, and fully to be compleat and ended, without Impeachment of Waste, upon the Trusts, and to and for the Ends, Intents and Purposes herein after declared, of and concerning the same Term: And from and after the Expiration or other sooner Determination of that Term, To the Use and Behoof of the said W. A. his Heirs and Assigns for ever. *Provided* always, and it is hereby declared and agreed by and between the said Parties to these Presents, That the said Term of 500 Years so limited to them the said B. N. W. N. and A. N. their Executors, Administrators and Assigns as aforesaid, is upon this Condition; That if the said W. A. shall happen to die without Issue Male by him begotten on the Body of the said J. or shall leave Issue Male, and such Issue Male shall happen to die before he shall attain his Age of 21 Years without Issue Male; and that in either of the said Cases there shall happen to be one or more Daughter or Daughters of their Bodies begotten, *that* then and in such Case, If the said

W. A. his Heirs or Assigns, do and shall well and truly pay or cause to be paid to such Daughter or Daughters respectively at her and their respective Ages of 21 Years or Days of Marriage, the several Portions following; (that is to say) If it shall happen that there shall be but one such Daughter, *then* the Sum of 3000*l.* only for the Portion of such Daughter to be paid to her at her Age of 21 Years or Day of Marriage, which shall first happen, with Interest for the same after the Rate of 4*l. per Cent. per Annum*: But if it shall happen that there shall be two or more such Daughters, *then* the Sum of 4000*l.* for the Portion of such two or more Daughters, to be equally divided amongst them Share and Share alike, and to be paid to them respectively at their respective Ages of 21 Years or Days of Marriage, which first happen, with Interest therefore after the Rate of 4*l. per Cent. per Annum* in the mean Time as aforesaid: And if any such Daughter or Daughters shall happen to die unmarried before her or their Portion or Portions shall become payable as aforesaid, *then* the Portion or Portions of her or them so dying shall go and be paid to the Survivors or Survivor of them, equally to be divided among them Share and Share alike; (to be paid at the same Time as the Original Portions or Portion should or ought to become payable as aforesaid, in Case they had been living) so as no one such Daughter shall have for her Portion by Survivorship or otherwise, by Virtue of the said Term of 500 Years, above the Sum of 3000*l.* And in Case there shall be no such Daughter who shall live to be married or attain the Age of 21 Years, *that then*

then and in either of the said Cases so happening, the said Term shall cease, determine and be void ; any Thing herein contained to the contrary notwithstanding. *Provided also*, and upon this further Condition, That in Case the said W. A. shall happen to die without such Issue Male as aforesaid, and shall happen to leave one or more such Daughter or Daughters as aforesaid, and such Daughter or Daughters, or either of them, shall happen to marry in the Life-time of the said W. A. and J. his intended Wife, or either of them, or in the Life-time of the said Trustees, or any or either of them, without the Consent of such of them the said W. and J. and of the said Trustees, or the greater Number of them then living, signified and declared under their Hands, or the Hands of the greater Number of them ; *that* then the Portion and Portions hereby intended for such Daughter and Daughters so marrying respectively, shall go and be paid to such other Daughter or Daughters who shall marry with such Consent as aforesaid. *And further*, That in Case there shall be no such Daughter as aforesaid which shall live to be married, or attain the Age of 21 Years ; or in Case all such Daughters shall happen to marry without such Consent as aforesaid ; *that* then, and in either of the said Cases so happening, the said Term of 500 Years shall cease and be void. *And* the said W. A. for himself, his Heirs and Assigns, doth covenant and grant to and with the said B. N. W. N. and A. N. their Heirs and Assigns, That the said Messuages, Lands and Premisses above-mentioned, shall and may from henceforth for ever hereafter be, remain and continue, to,  
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for and upon the several Uses, Intents and Purposes, and under and subject to the several Limitations and Agreements aforesaid, according to the true Intent and Meaning of these Presents. *And further*, That he the said W.A. and his Heirs, and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuages, Lands and Premises above-mentioned, or any Part thereof, by, from or under him, them, or any of them, shall and will at all Times hereafter, upon the reasonable Request of the said B.N. W.N. and A.N. their Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Messuages, Lands and Premises above-mentioned, with the Appurtenances, to and for the several Uses, Intents and Purposes above-mentioned, declared, limited and appointed, and according to the true Intent and Meaning of these Presents; as by the said B.N. W.N. and A.N. and their Heirs, or their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required. *And* it is further covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered,



ed, executed or acknowledged, or at any Time hereafter to be had, &c. of the said Messuages, Lands and Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any of them, and any other Person or Persons, as for and concerning all and singular the said Messuages, Lands and Premises above-mentioned, and every Part thereof, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the several Uses, Intents and Purposes above-mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to or for none other Use, Intent or Purpose whatsoever. *Provided* always, and it is declared and agreed by and between the said Parties these Presents, That it shall and may be lawful to and for him the said W. A. during his Life, and after his Death for the said J. (his intended Wife) during her Life, (in Case the said intended Marriage shall take Effect) by any Writing or Writings under his and her Hand and Seal respectively, attested by two or more credible Witnesses, and not otherwise, to make any Lease or Leases, Demises or Grants, of all or any Part or Parts of the said Messuages and Lands to any Person or Persons whatsoever for the Term of 21 Years, or for any Term or Number of Years not exceeding 21 Years, so as such Leases, Demises or Grants for Years, be made to commence and take Effect in Possession within one Year after the Date hereof; and so as upon all and every such Lease or  
Leases,

Leases, Demises or Grants for Years, to be made by the said W. A. or J. his intended Wife respectively, there be reserved, payable yearly during the Continuance thereof, the best and most improved yearly Rents, which at the Time of making thereof can or may be gotten for the same; and so that in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents thereby to be reserved; and so as the Lessee and Lessees, to whom such Lease and Leases shall be made, do seal and deliver Counterparts of such Lease and Leases; any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

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*A Marriage-Settlement, in Consideration of 4000 l. Marriage-Portion, by Covenant to suffer a Recovery of several Lands; as to Part, To the Use of the Husband for Life, Remainder to the Wife for Life, in Bar of her Dower, Remainder to their Sons, Remainder to the Heirs of the Husband; and a Term of 500 Years is limited to Trustees to raise Daughters Portions, payable at their Ages of 21 Years or Marriage; and in the mean time so much per Annum to be paid to them for their Maintenance. And as to the Remainder of the Lands, To the Use of the Husband and his Heirs Males; with a Term of 500 Years to Trustees: Remainder to the right Heire of the Husband: Proviso, That the last Term of 500 Years is upon Condition; That if the Husband dies without Issue in the Life-time of the Wife, the Heirs of the Husband shall pay 1000 l. to the Wife. Covenant, That the Lands limited to the Wife, being not of sufficient Value for her Jointure, her Portion shall be laid out on some Purchase of Lands, to be settled to the Uses above, &c. and a further Term of 500 Years granted to Trustees, for better raising Daughters Portions: And until a convenient Purchase can be had, the Money to be placed out at Interest by the Trustees, with the Approbation of the Husband. The Trustees not to be accountable for bad Debts, and to deduct all Charges: Covenant, That as the Wife's Portion is in her Mother's Hands, she will pay Part to such Person of whom a Security shall be obtained, within a small Space of Time; and the Remainder in a short Time after, &c.*

**T**HIS Indenture Quadrupartite, made, &c. Between R. W. of, &c. Merchant, of the first Part; J. C. of, &c. and J. M. of, &c. of the

the second Part; A.B. the elder, of, &c. Widow; and A. B. the younger, of, &c. W. G. L. B. J. B. T. E. and A. P. of, &c. of the third Part; and F. M. and G. H. of, &c. of the fourth Part. *Witnesseth*, That the said R. W. for and in Consideration of a Marriage (by the Grace of GOD) intended shortly to be had and solemnized between him the said R. W. and the said A. B. the younger, and of 4000 l. of, &c. by him the said R. W. to be had and received in Marriage with the said A. B. the younger, his said intended Wife, as her Portion, and agreed to be laid out for the Purposes herein after mentioned; and for the barring, docking, and cutting off such Estates Tail, and Remainders over, as now are of the Messuages, Lands, Tenements and Hereditaments herein after mentioned; and for that some Provision of Maintenance may be had, made and provided to and for the said A. intended Wife of the said R. W. in case the said Marriage shall take Effect, and she the said A. shall happen to survive her said intended Husband, for her Jointure and in Satisfaction and Recompence of her Dower; And to the Intent the several Messuages, Lands, Tenements and Hereditaments herein after mentioned may be and remain, To, for and upon the several Uses, Intents, Trusts and Purposes herein after particularly mentioned, limited, expressed and declared: And the said J. C. and J. M. in Performance of the Trust in them reposed by the said R. W. in this Behalf; and for divers other good Causes and Considerations them the said R. W. J. C. and J. M. especially moving, *Have*, and every and either of them hath covenanted and granted, and by these Presents, for themselves, their



their Heirs and Assigns, do, and every and either of them doth covenant and grant to and with the said A. B. the younger, W. G. L. B. J. B. and T. E. their Heirs and Assigns, and to and with every of them by these Presents, that they the said J. C. and J. M. shall and will on this Side, and before the End of this present *Easter Term*, permit and suffer the said F. M. and G. H. in due Form of Law to prosecute one Writ of Entry *Sur Disseisin en le Poſt*, returnable before the King's Majesty's Justices of his Court of *Common Pleas* at *Westminster* against them the said J. C. and J. M. of *All* that Messuage or Tenement, lying and being in, &c. And also of the Reversion, &c. by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said A. B. the elder, W. G. L. B. &c. shall be thought fit and convenient. *Unto* and upon which said Writ of Entry so to be brought, the said J. C. and J. M. shall appear and vouch to Warranty the said R. W. And the said R. W. shall appear *Gratis*, and enter into the said Warranty; and after his Entry into the said Warranty, shall vouch over the Common Vouchee, who shall likewise enter into the said Warranty, and after Imparlance shall make Default, to the End one perfect Common Recovery shall and may of all and singular the said Premises be had, prosecuted and executed in all Things, according to the usual Order and Form of Common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed: And the same Recovery shall also in due Form of Law be executed by one Writ *Haberi facias Seisinam* accordingly.

cordingly. *And* it is further covenanted, granted, concluded and agreed upon and declared, by and between the said Parties to these Presents, for themselves, their Heirs and Assigns, That the said Recovery so or in any other Manner or Form to be had; and also all and every other Recovery and Recoveries to be hereafter executed or had of the said Premises, or any Part thereof, by or between the said Parties to these Presents, or between them or any of them, and any other Person or Persons on this Side, and before, &c. next coming; and the full Force and Execution of them, and every of them; and all other Assurance and Assurances of the said Premises, or of any Part thereof had, or to be had and made between the said Parties, or any of them, *Shall be* and enure, and shall be adjudged, esteemed and taken, and so are or were meant and intended to be and enure, to and for the several Uses, Intents and Purposes herein after particularly mentioned, limited, expressed and declared; (that is to say) To the Use and Behoof of the said R. W. his Heirs and Assigns, until the said intended Marriage between him and the said A. his said intended Wife shall be had and solemnized; And from and after the Solemnization thereof, *then* to the Use and Behoof of the said R. W. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste: And from and after the Determination of that Estate, *then* to the Use and Behoof of the said F. M. and G. H. their Heirs and Assigns, for and during the natural Life of the said R. W. to preserve and support the contingent Remainders herein after limited from being defeated

feated or destroyed, and for that Purpose to make Entries or bring Actions, as the Case shall require? *But nevertheless* to permit and suffer the said R. W. and his Assigns, during his Life, to take the Rents, Issues and Profits of the said Premises, to and for his and their own proper Use and Benefit: And from and after the Decease of him the said R. W. *then* as for and concerning all and singular the said Messuages, Lands, Tenements and Hereditaments above-mentioned, and the Rents, Reversions, Remainders and Services thereof, to the Use and Behoof of the said A. B. the younger, intended Wife of the said R. W. and her Assigns, for and during the Term of her natural Life, in Satisfaction and Bar of her Dower: And from and after the Deceases of them the said R. W. and A. his intended Wife, *then* to the Use and Behoof of the first Son of the said R. W. on the Body of the said A. his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such first Son lawfully issuing, *then* to the Use and Behoof of the 2d, 3d, 4th, 5th, 6th, and 7th Son and Sons, and of all and every Son and Sons of the Body of the said R. W. on the Body of the said A. his intended Wife lawfully to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Bodies of all and every such Son and Sons, the elder of such Sons and the Heirs Males of his Body issuing, always to be preferred and to take before the younger of such Sons, and the Heirs Male of his Body issuing:

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And

And for Default of such Issue, *then* to the Use and Behoof of the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators and Assigns, for and during the Term of 500 Years thence next and immediately ensuing, fully to be compleat and ended; upon the Trusts, and under the Provisoos or Conditions herein after contained and expressed: And from and after the End or other sooner Determination of the said Term of 500 Years, *then* to the Use and Behoof of the said R. W. his Heirs and Assigns for ever; And to and for none other Use, Intent or Purpose whatsoever. *And* as for and concerning the said Term and Estate of 500 Years herein before limited to the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators and Assigns as aforesaid, It is hereby declared and agreed by and between all the said Parties to these Presents, That the same is so limited to them as aforesaid, *Upon* such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos and Agreements as are herein after mentioned, expressed and declared; (that is to say) That in Case there shall be a Failure of Issue Male of the Body of the said R. W. on the Body of the said A. B. the younger begotten, and there shall be one or more Daughter and Daughters between them begotten, *then* upon Trust, and to the Intent that they the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their said Estate and Term of 500 Years of and in the said Messuages, Lands, Tenements, Hereditaments and Premisses so to them limited as aforesaid, or of and in a competent and sufficient Part thereof,



thereof, and by and with the Rents and Profits thereof in the mean time, and until such Sale, raise and levy such Sum and Sums of Money for the Portion and Maintenance of such Daughter and Daughters as are herein after mentioned; (that is to say) If there shall be but one such Daughter, *then* the Sum of 4000*l.* of, &c. for the Portion of such only Daughter, to be paid unto her when she shall attain her Age of 21 Years, or be married, which shall first happen; and in the mean time, and until such only Daughter shall attain the Age of 12 Years, the yearly Sum of 80*l.* for her Maintenance; and from and immediately after such her Age of 12 Years, the yearly Sum of 100*l.* for her Maintenance, until she shall attain her Age of 21 Years, or be married: And if there shall be two such Daughters, *then* the Sum of 5000*l.* to be paid unto and be equally divided amongst them, Share and Share alike, as and when they shall respectively attain their Age of 21 Years, or be married, which shall first happen; and in the mean time, and until each such Daughter shall attain her Age of 12 Years, the yearly Sum of 40*l.* a-piece for the Maintenance of each such Daughter; and immediately after such Daughter's Age of 12 Years, the yearly Sum of 60*l.* a-piece for the Maintenance of each such Daughter, until she respectively attain her Age of 21 Years, or be married: And if there be three or more such Daughters, *then* the Sum of 6000*l.* of, &c. to be paid unto and be equally divided amongst them, Share and Share alike, as and when they shall respectively attain their Age of 21 Years or be married, which shall first happen; and in the mean time, and until every such

Daughter shall respectively attain her respective Age of 12 Years, the yearly Sum of 30 *l.* a-piece for the Maintenance of every such Daughter; and immediately after every such Daughter's Age of 12 Years, the yearly Sum of 40 *l.* a-piece for the Maintenance of every such Daughter, until they shall respectively attain their Ages of 21 Years, or be married. *Provided* always, That in Case any of the said Daughter shall happen to die before their said Portions shall become payable by Virtue of these Presents, *then* the Portion or Portions, and Money, hereby for her or them so dying intended and provided, shall go and be paid unto, and be equally divided amongst the Survivors and Survivor of them, when the Original Portion and Portions of such Surviving Daughter or Daughters shall become payable by Virtue of these Presents. *Provided also*, That in Case all the said Daughters shall happen to die before any of the said Portions shall become payable as aforesaid, *then* the said Portions intended for them, or so much thereof as shall be then raised, shall go and be paid unto such Person or Persons as shall for the Time being be next in Reversion or Remainder of the said Premises, expectant upon the said Term of 500 Years; and then also the said Monies intended to be raised for Portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the Benefit of the said Person or Persons in Reversion or Remainder as aforesaid. *Provided also*, That no such Sale or Mortgage as aforesaid shall be made, until some one of the said Portions shall become payable by Virtue of these Presents. *Provided also*, and it is hereby declared

declared and agreed by and between all the said Parties to these Presents, That in Case all the said Daughters shall happen to die before any or either of the said Portions shall become payable: Or in Case the said Sum or Sum or Sums of Money, herein before appointed to be raised for Portions and Maintenance as aforesaid, shall be by the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that Behalf before mentioned: Or in Case all the said Daughters shall be by the said R. W. advanced in Marriage with as great Portions as are hereby to them intended: Or in Case Lands and Tenements of an Estate of Inheritance in Possession shall upon and after the Decease of the said R. W. or any of his Ancestors, descend and come to the said Daughters from the said R. W. or any of his Ancestors, of as great Value to be sold, as the Portions hereby intended for them: Then if the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators and Assigns, shall by the Ways and Means aforesaid raise and levy such and so much Money as will make up the Portions so to be by the said R. W. or the Estate so to be by him or any of his Ancestors left to descend to the said Daughters, or any of them as aforesaid, the full Value of the Portions hereby to them intended; That then, and in any of the said Cases, and at all Times thenceforth, the said Term and Estate of 500 Years shall cease, determine, and be utterly void to all Intents and Purposes: any Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also*, and it is hereby further declared

and agreed by and between all the said Parties to these Presents, That no one such Daughter shall have for her Portion above the Sum of 4000 *l.* And that no two such Daughters shall have for their Fortions above the Sum of 5000 *l.* And that no three or more such Daughters shall have above the Sum of 6000 *l.* between them; and Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also*, and it hereby further agreed and declared, That it shall and may be lawful to and for the said R. W. and A. his intended Wife respectively at any Time or Times after the Solemnization of the said intended Marriage, when they shall respectively be in Possession of the Premises by Virtue of these Presents, by indenture under their respective Hands and Seals, to demise or lease to any Person or Persons whatsoever, *All* and every or any the said Messuages and Premises, whereof they shall be in Possession as aforesaid, for any Term or Number of Years not exceeding the Term of 21 Years in Possession, and not in Reversion, Remainder or Expectancy, so as no such Lease or Leases be made dispunishable of Waste; and so as upon every such Lease there be reserved the best and most improved yearly Rent that may be reasonably had or obtained for the same, without taking any Monies or other Thing by way of Fine or Consideration for such Lease or Leases. *And as for and concerning* all that Messuage, &c. and all and singular other the Lands, Tenements and Hereditaments of the said R. W. lying in, &c. whereof no Use or Estate is herein before limited, expressed and declared, and every Part and Parcel thereof, with the Appurtenances, from and  
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immediately after the Decease of the said R. W. To the Use and Behoof of the first Son of the said R. on the Body of the said A. his intended Wife lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully to be begotten; And for Default of such Issue, *then* to the Use and Behoof of the 2d, 3d, 4th, 5th, 6th and 7th Son and Sons, and of all and every Son and Sons of the said R. W. on the Body of the said A. his intended Wife lawfully to be begotten, and of the Heirs Males of the Body of every such Son and Sons lawfully to be begotten, severally and successively one after another, as they shall be one after another in Priority of Birth and Seniority of Age; (that is to say) The elder of every such Son and Sons, and the Heirs Males of his Body, to be preferred and take before all and every the younger Son and Sons, and the Heirs of his and their Bodies; And for Default of such Issue, in Case the said A. shall be *Privement Enscint* of a Child or Children, *then* to the Use and Behoof of the said A. until she shall be delivered of such Child or Children, or die, which shall first happen; And if such after-born Child or Children shall happen to be a Son or Sons, *then* to the Use and Behoof of such after-born Son or Sons, and the Heirs Males of such after-born Son or Sons lawfully issuing, the elder of such after-born Sons, and the Heirs Males of his Body issuing, always to be preferred and to take before the younger of such after-born Sons, and the Heirs Males of his Body issuing: And for Default of such Issue, *then* to the Use and Behoof of the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators and Assigns, for and during

ring the Term of 500 Years thence next and immediately ensuing, fully to be compleat and ended; *In Trust*, nevertheless to and for the Benefit of the said A. intended Wife of the said R. W. her Executors, Administrators and Assigns, under and subject to the Proviso or Condition herein after declared; And from and after the Expiration or other sooner Determination of that Estate, *then* to the Use and Behoof of the right Heirs of the said R. W. for ever, and to and for none other Use, Intent or Purpose whatsoever. *Provided* always, and the said Term of 500 Years last above limited, is upon this Condition, That in Case the said R. W. shall die in the Life-time of the said A. his intended Wife, without any Issue of his Body on her Body begotten; or having such Issue, and such Issue shall die before the Age of 21 Years, or Day of Marriage, first happening; *then* if the Heirs or Assigns of the said R. W. do and shall within six Months next after the Death of him the said R. W. (and his Issue (if any) dying as aforesaid) well and truly pay and cause to be paid unto the said A. intended Wife of the said R. W. the Sum of 1000 l. Or if the said A. shall happen to die in the Life-time of her said intended Husband; *That* then in either of the said Cases the said Term of 500 Years last above limited shall cease, determine and be utterly void, and of no Force: *And* then and from thenceforth the said Premisses last above limited in Use, shall be and remain unto the said R. W. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said

ſaid R. W. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid A. B. the elder, W. G. L. B. &c. their Heirs and Aſſigns, That for and notwithstanding any Act or Thing made or done by the ſaid R. W. and A. T. late of, &c. or either of them, to the contrary : He the ſaid R. W. now at the Time of the ſealing and delivery of theſe Preſents, is and ſtandeth lawfully and rightfully ſeized in his Demefne as of Fee-Tail in his own Right, of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances : *And alſo*, That all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, ſhall and may from Time to Time and at all Times, from henceforth for ever hereafter be, remain and continue, to, for and upon the ſeveral Uſes, Intents, Truſts and Purpoſes, and under the ſeveral and reſpective Conditions above expreſſed and contained, according to the true Intent and Meaning of theſe Preſents; *Freed* and diſcharged of all Incumbrances had, made, done or committed by the ſaid R. W. and A. T. or any other Perſon or Perſons claiming or to claim, by, from or under them, or either of them. *And alſo*, That he the ſaid R. W. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes, or any Part thereof, by, from or under the ſaid R. W. and A. T. or either of them, ſhall and will from Time to Time, and at all Times hereafter, At and upon the lawful and reaſonable Requeſt of the ſaid A. B. the elder, W. G. L. B. &c. their Heirs and Aſſigns, or any of them,

them, make, acknowledge, suffer and execute, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further and better settling and assuring of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, to, for and upon the several Uses and Conditions above-mentioned, according to the true Intent and Meaning of the Presents, in such Manner as by the said A. B. the elder, W. G. L. B. their Heirs and Assigns, or any of them, shall be reasonably devised, advised and required; so as such further Assurances contain in them no further or other Warranty or Covenants for quiet Enjoyment of the Premises than are herein contained, and so as for making such further Assurance, the Parties requested to make the same be not compelled or compellable to go or travel further than the Cities of *London and Westminster.* And this Indenture further witnesseth, That forasmuch as the said Messuages, Lands, Tenements and Premises above-mentioned and limited To the Use of the said A. B. the younger for herself, are not of a Value sufficient to make a Jointure for the said A. intended Wife of the said R. W. answerable to her said Fortune, or to raise and satisfy the said several Portions herein before appointed, but are short in Value for the doing thereof: *It is therefore* agreed and declared by and between the said R. W. and the said A. B. the elder, That the said 4000*l.* above-mentioned to be paid as the Marriage-Portion of



of the said A. intended Wife of the said R.W. shall not be paid or come into the Hands of the said R. W. but shall immediately after the Solemnization of the said intended Marriage, with all convenient Speed, be laid out by the said A. B. the elder, T. E. and A. P. their Executors or Administrators, in the Purchasing of some Messuages, Lands, Tenements or Hereditaments of Inheritance of Fee-Simple, being within 100 Miles distant from the City of *London*, so as the same be so laid out by the Approbation of the said R. W. in Case he shall be then living; which Lands and Hereditaments when purchased, shall be settled and assured, to, for and upon the several Uses, Intents, Trusts and Purposes following; (that is to say) *As* to so much of the said Messuages, Lands, Tenements and Hereditaments so to be purchased, as shall on the purchasing thereof be of the yearly Value of 160*l. per Ann.* at the least, to, for and upon the same Uses, Intents, Trusts and Purposes, and under the same Proviso'es and Conditions as are above limited, expressed and declared of the said Messuages, Lands, Tenements and Premisses above-mentioned to be lying and being in, &c. and to and for none other Use, Intent or Purpose whatsoever: And as to so much more of the said Messuages, Lands, Tenements or Hereditaments so to be purchased as aforesaid, as shall at the Purchasing thereof be of the yearly Value of 20*l. per Ann.* the same shall be settled, conveyed and assured, to and for such and the same Uses, Intents and Purposes, as are above limited expressed and declared of the Messuages and Lands above-mentioned to be lying in, &c. aforesaid: And as for and concerning

cerning all the rest and residue of the said Messuages, &c. so to be purchased as aforesaid, To the Use and Behoof of the said R. W. and his Assigns, for and during the Term of his natural Life; and from and after his Decease, To the Use and Behoof of the said A. B. the elder, W. G. L. B. &c. their Executors, Administrators and Assigns, for and during the Term of 500 Years thence next following, and fully to be compleat and ended; And after the Determination of that Term, *then* to the Use and Behoof of the Heirs Males of the Body of the said A. by the said R. W. lawfull begotten; And for Default of such Issue, *then* to the Use and Behoof of the said R. W. his Heirs and Assigns for ever. *And* the said Term is to be declared *In Trust*, for the better raising of such Portion and Portions for all the younger Sons and Daughters of the said R. W. begotten on the Body of the said A. payable in such Parts and Portions, and in such Manner and Form, as they the said R. and A. or the Survivor of them, by his or their Will in Writing, or by any other Writing under the Hand and Seal of them, or the Survivor of them, in the Presence of two credible Witnesses or more, shall direct or appoint: And the said R. W. shall not leave more than one Child of his Body begotten on the said A. behind him at his Death; Or if no such Direction or Appointment shall be made as aforesaid; That then, and in either of these Cases, the said Term of 500 Years last mentioned shall cease and be void. *And* it is further agreed and declared by and between the said R. W. and the said A. B. the elder, That until a convenient Purchase for laying out the said 4000*l.* as aforesaid, can or  
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may be had, the said 4000*l.* shall be let out at Interest from Time to Time in the Names of the said A. B. the elder, T. E. and A. P. and of the Survivors and Survivor of them, on the best Security that can be had or got for the same; such Securities during the Life of the said R. W. to be taken by his Approbation, and the Interest and Increase of the Money so to be put out upon Securities, shall from Time to Time be paid to, and be received by such Person and Persons, to whom the Rents and Profits of the said Lands and Tenements so to be purchased with the said 4000*l.* shall by the Purport of these Presents from Time to Time appertain and belong, in Case such Purchase and Settlement were really made as aforesaid. *And* it is further agreed and declared, That if any Part of the said 4000*l.* shall be put forth at Interest and be lost, and become a desperate Debt or Debts, *That* then the said A. B. the elder, W. G. L. B. &c. or either of them, shall not be accountable for more than they can or may actually receive, so as such Securities be taken by and with the Approbation and Consent of the said R. W. *And further*, That it shall and may be lawful to and for each of them the said A. B. the elder, W. G. L. B. &c. to deduct out of the said 4000*l.* and Interest, their reasonable Costs and Charges to be expended in and about, or concerning the said Trust hereby in them reposed in Reference to the said 4000*l.* *And whereas* the said Sum of 4000*l.* the Portion of the said A. B. the younger, is now in the Hands and Custody of the said A. B. the elder: She the said A. B. the elder, for her self, her Executors and Administrators, doth covenant, promise and agree to  
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and with the said R. W. his Executors and Administrators, by these Presents; That she the said A. B. the elder, her Executors or Administrators, shall and will pay 2000*l.* Parcel of the said Sum of 4000*l.* to such Person or Persons, of whom such Security shall be obtained for the same as aforesaid, on, &c. next, and the other 2000*l.* Residue of the said 4000*l.* on, &c. which will be in the Year of our Lord, &c. *In Witness, &c.*

*A Marriage Settlement of a Farm and Lands, and Royalty of Fishing, &c. made by the Husband, to the Use of himself till the Marriage solemnized, then to the Husband for Life; and after his Decease, to the Wife for Life, which (with Lands to be further purchas'd) is for her Jointure, and in Satisfaction and Bar of Dower and all her Share of the Personal Estate of the Husband; Remainder to their Children begotten, and their Heirs, as the Husband shall by Deed appoint; and in Default of Appointment, to his right Heirs, &c. Proviso, if no Appointment be made, for Trustees to charge the Premises by creating a Term of 100 Years, for raising Portions for younger Sons and Daughters, &c. And several Houses are granted to the Trustees for 99 Years, as a Security to the Wife against an Annuity, granted out of the Lands settled on her in Jointure, &c.*

**T**HIS Indenture Tripartite, made, &c. Between N. P. of, &c. Esq; of the first Part, M. P. of, &c. Esq; and A. P. Daughter of the said M. of the second Part, and T. W. J. W. and L. R. of, &c. of the third Part. *Witnesseth*, that the said N. P. for and in Consideration of a Mar-



a Marriage, intended (by God's Permission) shortly to be had and solemnized, between the said N. P. and the said A. P. And of the Sum of 3000*l.* to be had and received by the said N. P. as a Marriage Portion with the said A. One Thousand Pounds whereof to be paid to the said N. P. by the said M. P. on the Day of the said Marriage; and the other Two Thousand Pounds, to be laid out by the said M. P. on a Purchase of an Estate in Lands, Tenements or Hereditaments, to the good liking of him the said N. P. and to be settled and conveyed by his Advice to the same Uses and upon the like Trusts, as are herein after declared of the Lands herein after mentioned; and in the mean Time till such Purchase can be had, the said M. P. to pay Interest for the same to said N. P. after the Rate of 5*l.* *per Cent. per Annum*; and for that a competent Jointure may be had, made and provided for the said A. P. in Case the said Marriage shall take Effect; and for the settling and assuring of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, To and for the several Uses, Intents and Purposes herein after limited, expressed and declared, pursuant to the Agreement made upon upon the Contract of the said intended Marriage; he the said N. P. hath granted, bargained, sold, aliened, released and confirm'd, and by these Presents doth grant, &c. unto the said T. W. J. W. and L. R. (in their actual Possession now being by Virtue of, &c.) and to their Heirs and Assigns for ever, All that Messuage, Tenement or Farm, commonly called or known by the Name of, &c. situate, lying and being in, &c. And all Houses, Out-houses, Edifices,

Edifices, Buildings, Barns, Stables, Pigeon-Houses, Backsides, Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Coppices, Feedings, Commons, Common of Pasture, Waters, Water-courses, Ways, Paths, Easements, Privileges, Commodities, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuage, Tenement or Farm belonging or appertaining, or therewith used, occupied or enjoyed, or reputed to be Part, Parcel or Member thereof; and also *All* those Meadow Grounds of him the said N. P. containing by Estimation, &c. more or less, lying and being in, &c. and the Fishing Wyer thereon erected and built a-croſs the River, &c. Together with the Royalty of fiſhing therein, and all Ways, Paths, Paſſages, Easements, Advantages, Hereditaments and Appurtenances to the said Meadow Grounds and Premiffes belonging or in any wiſe appertaining; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiffes above-mentioned, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid N. P. of, in and to the ſame Premiffes; and of, in and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* all and ſingular the ſaid Meſſuage, Tenement or Farm, Lands and Hereditaments above-mentioned, and every Part and Parcel thereof with the Appurtenances, unto the ſaid T. W. J. W. and L. R. and their Heirs; To and for the ſeveral Uſes, Intents, Truſts and Purpoſes herein after mentioned, limited, expreſſed and declared, (that is to ſay)

say) To the Use and Behoof of the said N. P. and his Heirs, until the Marriage between him and the said A. P. his intended Wife shall be had and solemnized; and from and after the Solemnization thereof, to the Use and Behoof of the said N. P. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; And from and after the Determination of that Estate, To the Use and Behoof of the said T. W. J. W. &c. and their Heirs; for and during the natural Life of the said N. P. in Trust to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries and bring Actions as the Case shall require; Yet nevertheless upon Trust to permit and suffer the said N. P. and his Assigns to receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit during his natural Life; and from and after the Decease of him the said N. P. to the Use and Behoof of the said A. P. (intended Wife of the said N. P.) and her Assigns for and during the Term of her natural Life, which (with the Lands to be purchased with the said 2000 l. of the Portion of the said A. by the said M. P. and to be settled as aforesaid) is intended for her Jointure, and in full Satisfaction and Bar of her Dower or Thirds which she may claim to have in any Manors, Lands, Tenements or Hereditaments, whereof or wherein he the said N. P. shall at any Time during his Life be seised of any Estate of Inheritance, and in full Satisfaction of all her Part or Share of the Personal Estate of the said N. P. And from and after the Decease of the Survivor of them

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the said N. P. and A. his Wife ; Then to the Use and Behoof of such Child, or Children, begotten by the said N. P. on the said A. his intended Wife, and to their Heirs respectively, in such Manner, and by such Proportions, as he the said N. P. by any Deed in Writing, signed and sealed in the Presence of two or more credible Witnesses, or by his last Will and Testament duly executed, shall direct, limit, declare and appoint the same; and for Default of such Issue and Appointment, to the Use and Behoof of the Heirs and Assigns of the said N. P. for ever, and to and for none other Use, Intent or Purpose whatsoever. *Provided* always, and it is hereby declared and agreed, by and between the said Parties to these Presents, That in Case he the said N. P. shall not make any Disposition or Appointment of the Messuage, Tenement or Farm, Lands, Hereditaments and Premises above-mentioned, after the Decease of him and his intended Wife, to, for and amongst the Children by him begotten on the said A. P. his Wife, but that the same Premises shall be left to go as the Law directs, in common Cases of Discent of Lands; that then, it shall and may be lawful, to and for the said T. W. J. W. &c. and the Survivors and Survivor of them, by any Deed or Deeds, Writing or Writings legally executed, in the Presence of two or more Witnesses, to charge the said Messuage, Farm, Lands, Hereditaments and Premises above-mentioned, and also the Lands intended to be purchased and settled as aforesaid, with the Money in the Hands of the said M. P. or any Part thereof, by creating or limiting a Term of 100 Years on the Premises

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above-mentioned, or any Part thereof, to be defeazible on Payment of such Sum or Sums of Money, as they shall think fit, for the Portion or Portions of the younger Son or Sons, Daughter or Daughters by the said N. P. begotten on the said A. his intended Wife, (in Case there shall be any living, at the Time of their Deaths) not exceeding the Sum of 2000*l.* for any one such Son or Daughter, nor less than, &c. and not exceeding 3000*l.* for two or more such Sons or Daughters, payable and to be paid at their respective Ages of 21 Years, or Days of Marriage, which of them shall first happen: *And further*, that in such Case, it shall and may be lawful for the said T. W. J. W. &c. and the Survivors and Survivor of them, by such Writing or Writings as aforesaid, to charge the said Messuage, Farm and Premises above-mentioned, or any Part thereof, with an yearly Sum or Sums payable and to be paid, after his Death and the Death of the said A. his intended Wife, for the Maintenance and Education of all and every the Children of the said N. P. begotten on the said A. his intended Wife, until they shall arrive at the Age of 21 Years, or be married as aforesaid; so as no one such Child, shall have for his or her Maintenance above the Sum of 50*l.* *per Annum*, nor two or more such Children above the Sum of 100*l.* *per Annum*, &c. any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said N. P. for himself, his Heirs and Assigns, doth covenant and grant to and with the said M. P. T. W. J. W. &c. their Heirs and Assigns, that the said Messuage,

Farm, Lands and Premisses above-mentioned, shall and may from henceforth for ever hereafter be, remain and continue, to, for and upon the several Uses, Intents, Trusts and Purposes, and under and subject to the several Limitations and Agreements aforesaid, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever (except as herein after is excepted.) *And* that free and clear, and freely and clearly acquitted and discharged, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, &c. by him the said N. P. his Heirs or Assigns, or by, &c. deceased, or by any other Person or Persons whatsoever, claiming or to claim, by, from or under them, or either of them, (except a certain Annuity of 120*l.* *per Ann.* issuing out of the said Farm and Premisses, given and granted by, &c. to E. P. of, &c. Widow, and payable to her during her Life.) *And also*, that he the said N. P. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage, Farm, Lands and Premisses above-mentioned, or any Part thereof, by, from or under him, or by, from or under the said, &c. deceased, (except as before

fore is excepted) shall and will at all Times hereafter, upon the reasonable Request of the M. P. T. W. J. W. &c. their Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further, and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Messuage, Tenement or Farm, Lands and Premises above-mentioned, with the Appurtenances, To and for the several Uses, Intents, Trusts and Purposes above-mentioned, declared, limited and appointed, and according to the true Intent and Meaning of these Presents, as by the said M. P. T. W. J. W. &c. and their Heirs, or their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required. *And further* it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances Conueyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, made, &c. of the said Messuage, Tenement or Farm, Lands and Premises above-mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, by and between the said Parties to these Presents, or by or between them or any of them, and any other Person or Persons, *As*

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for and concerning all and singular the said Messuage, Farm, Lands and Premisses above-mentioned, and every Part thereof, with the Appurtenances, *Shall be* and enure, and shall be adjudg'd, esteem'd and taken to be and enure, To and for the several Uses, Intents, Trusts and Purposes above-mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to or for none other Use, Intent, Trust or Purpose whatsoever. *And whereas* the said N. P. is seised in Fee-simple, of and in all that Toft, Soil and Ground, heretofore two several Pieces or Parcels of Ground, lying and being, &c. and all that new erected Messuage or Tenement, and other Buildings thereupon, now or late in the Tenures of, &c. And also one other Messuage or Tenement, in the Tenure or Occupation of, &c. situate in, &c. And also, &c. containing, &c. purchased by T. P. deceased, late Uncle of the said N. P. of and from F. G. of, &c. Part of which Premisses is let out upon Leases, as by the Conveyance thereof may appear. *Now this Indenture further Witnesseth*, that the said N. P. as a Security to indemnify and discharge the said A. P. his intended Wife, and the Messuage, Tenement or Farm above-mentioned, as far as may be, from the Payment of the Annuity of 120*l.* *per Annum* aforesaid, granted out of the said Farm by the said, &c. to the said E. P. so as the said A. P. after the Death of the said N. P. may have, hold and enjoy the said Messuage, Tenement or Farm, and Lands settled on her in Jointure, free from all Incumbrances whatsoever; and for and in Consideration of the Marriage Portion of the said A. P. to be paid and laid out as aforesaid,



foresaid, and for other good Causes and Considerations him thereunto moving; he the said N. P. *Haib* demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said T. W. J. W. and L. R. All and singular the said Messuages or Tenements and Ground above-mentioned, and every Part and Parcel thereof with the Appurtenances, and also all Cellars, Sollars, Shops, Chambers, Rooms, Buildings, Ways, Passages, Lights, Easements, Water-courses, Profits, Commodities, Emoluments, and Appurtenances whatsoever to the said Messuages or Tenements, Soil and Ground belonging, or in any wise appertaining; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises, and of every Part and Parcel thereof with the Appurtenances, *To have and to hold* the said Messuages or Tenements, and Pieces of Ground and other the Premises with the Appurtenances, unto the said T. W. J. W. &c. their Executors and Administrators, for and during the Term of 99 Years, next ensuing, and fully to be compleat and ended: *Yielding and paying* therefore yearly during the said Term, one Pepper Corn in and upon the Feast of Saint Michael the Archangel. *Upon the Trusts*, and to the Intents and Purposes following, (that is to say) That they the said T. W. J. W. &c. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said N. P. and his Assigns, *To have, hold and enjoy* the said Messuages or Tenements, Ground and Premises, and receive and take the Rents, Issues and

Profits thereof, to his and their own Use and Benefit, for and during the Term of his Life; and from and after the Decease of the said N. P. in Case the said A. P. his intended Wife shall survive him the said N. And the said E. P. the Annuitant shall be also living, Upon Trust that the said T. W. J. W. &c. and the Survivors and Survivor of them, their Executors and Administrators, do and shall have, receive and take, the Rents, Issues and Profits of the said Messuages or Tenements and Premisses, from Time to Time, and thereout do pay yearly to the said E. P. as far as the same will go, the said Annuity of 120*l.* *per Annum* above-mentioned, and acquit the said A. P. of and from the Payment of the same out of the Messuage or Farm aforesaid; and what the present yearly Rents, Issues and Profits of the said Messuages or Tenements, Grounds and Premisses shall fall short of satisfying the said Annuity yearly, the same to be made good out of the Rents and Profits of the Premisses the succeeding Years: And the said T. W. J. W. &c. their Executors and Administrators, &c. shall stand and be possessed of the Remainder of the said Term of 99 Years until all the said Annuity, and the Arrears thereof, shall be fully paid to the said E. P. out of the Rents and Profits of the said Messuages and Premisses above-mentioned, and no longer, and for no other Trust whatsoever; and afterwards, the said Term shall be surrendered by the said T. W. J. W. and L. R. or the Survivors or Survivor of them, &c. to the Heirs and Assigns of the said N. P. And the said T. W. J. W. &c. for themselves, their  
Executors

Executors and Administrators, doth covenant and grant, to and with the said N. P. his Heirs and Assigns, That they the said T. W. J. W. &c. their Executors, &c. shall and will from Time to Time and at all Times, as they shall receive and take the Rents, Issues and Profits of the Messuages and Premises last above-mentioned, well and truly pay the same to the said E. P. towards the Satisfaction of her Annuity aforesaid, and also out of the said Rents and Profits, as the same shall come in, shall and will pay and satisfy the said whole Annuity of 120*l.* *per Annum*; and all Arrears thereof to the said E. P. during her Life, or to the said A. P. if she shall have paid the same, or such Part thereof as she the said A. shall have paid thereof, for Want of the Premises above-mentioned yearly answering the said Annuity; and from and after the Death of the said E. P. the Annuitant, and the said Annuity, and all Arrears thereof shall be fully paid and satisfied, shall and will, upon Request made, surrender and yield up the said Messuages or Tenements, Grounds and Premises, unto the Heirs of the said N. P. or such other Person or Persons as he the said N. P. by any Deed or Writing executed in his Life-time, or by his last Will and Testament duly executed, shall direct or appoint. *Provided* always, and it is agreed by and between the said Parties to these Presents, that the said T. W. J. W. &c. their Executors and Administrators shall have, take and receive, out of the Rents and Profits of the said Messuages, &c. above-mentioned, sufficient Moneys to reimburse themselves

selves all Costs, Charges and Expences, by them to be expended and laid out in the Trust aforesaid. And that they the said T.W. J. W. &c. shall not be accountable and liable, for any further, or more Rents, Issues and Profits of the said Premises, than they or any of them can actually recover, and get into their Hands: And further, that each of them the said T.W. J. W. &c. shall be accountable for his own Receipts and Acts only, and not for the rest, or the Acts of each other. *In Witness, &c.*

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*A Set-*



*A Settlement of Manors, Lands, Annuities, Fee-Farm Rents, &c. by an Uncle on a Nephew, reciting a Release or Settlement on the said Nephew's Marriage, in Consideration of 4000l. Marriage-Portion, in Part of a Jointure for the Wife, &c. with great Variety of Uses, Limitations and Provisoes; and also Covenants to settle Annuities and lay out a large Sum on a Purchase of other Lands, and settle the same to the Use of the Nephew, his Wife and their Issue, &c. made in Pursuance of the Covenants contained in the said Release, of an Annuity of 100l. per Ann. for 99 Years, to the Husband for so many Years of the Term as shall run out in his Life-time; and after his Death to the Wife for Life, in further Part of Jointure, Remainder of the Term to their Heirs Male, and their Executors: Fee-Farm Rents, and Manors, and Lands are settled on the Nephew for Life; Remainder, as to Part of the Premises, to his Wife for Life, in full of her Jointure, and in Bar of her Dower and Share of his personal Estate, by the Custom of the City of London; Remainder to their Heirs Males; Remainder to the right Heirs of the Uncle, &c. with a Term of One thousand Years to Trustees, for better raising and Payment of Daughters Portions, limited by the former Settlement: And Covenant by the Nephew and his Wife, that this Settlement is in full Performance of all Covenants contained in the Release on the Part and Behalf of the Uncle, &c.*

**T**HIS Indenture Quadrupartite, made, &c.  
Between E. C. sen. of, &c. Esq; of the  
first Part; E. C. the younger of, &c. Esq;  
(Nephew

(Nephew of the said E.C. sen.) and M. his Wife of the second Part; J. P. of, &c. R. T. of, &c. and J. S. of, &c. of the third Part; and R. H. of, &c. J. D. of, &c. T. E. of, &c. and A. S. of, &c. of the fourth Part. *Whereas* in and by certain Indentures of Lease and Release bearing Date, &c. the Release being *Quadrupartite*, and made between the said E. C. sen. and E.C. jun. of the first Part; the said M. Wife of the said E. C. jun. (by the Name of M. D. of, &c. Spinster) of the second Part; the said J. P. and one W. M. of, &c. (since deceased) and the said R. T. and J. S. of the third Part; and the said R. H. J. D. and A. S. of the fourth Part; reciting therein that a Marriage was intended (by the Permission of God) to be then shortly had and solemnized between the said E. C. jun. and the said M. D. and that the Fortune or Portion of the said M. D. amounting to 11000 *l.* of, &c. which she had agreed should be assigned to and received by the said E. C. sen. to and for his own Use and Benefit, in Consideration of the said Sum of 11000 *l.* in full for the Marriage Portion of the said M. D. which the said E. C. sen. was to receive to his own Use, and for the making a Provision for the Maintenance of the said M. D. during her Life, in Case the said intended Marriage should take Effect, and she should survive the said E. C. jun. her then intended Husband; and for the settling and assuring of the Manors, Farms, Messuages, Lands, Tenements, Rents and Hereditaments, therein after mentioned to be thereby granted, released and confirmed, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos and Agreements as were there-  
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in after limited, declared and expressed of and concerning the same; and for and in Consideration of the Sum of 10 s. of, &c. to the said E. C. sen. in Hand by the said J. P. W. M. R. T. and J. S. he the said E. C. sen. did grant and convey to the said J. P. W. M. R. T. and J. S. and their Heirs, *All* that the Manor of, &c. with the Rights, Members and Appurtenances, and also all that Capital Messuage, &c. and also all the other Messuages, &c. in the said Indenture particularly mentioned and described, and likewise several Fee-Farm Rents therein also particularly mentioned: *To hold* to the said J. P. W. M. &c. and their Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos, Powers, Limitations and Agreements, as were therein after limited and declared, and herein after mentioned and expressed, (that is to say) *To* the Use and Behoof of the said E. C. sen. and his Heirs, until the said intended Marriage should take Effect; and from and after the Solemnization of the said intended Marriage, to the Use of the said E. C. jun. and his Assigns, for the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said J. P. W. M. &c. and their Heirs during the natural Life of the said E. C. jun. *Upon Trust* to preserve the contingent Remainders therein after limited, and for that Purpose to make Entries and bring Actions as occasion shall require; But nevertheless in Trust to permit and suffer the said E. C. and his Assigns, to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit, during his natural Life;

Life; and from and after the Decease of the said E. C. jun. to the Use and Behoof of the said M. D. the then intended and now Wife of the said E. C. jun. for and during the Term of her natural Life, to be, with what was therein after assigned in Trust for her; and with what was therein after agreed to be limited unto her for her Life, in full for her Jointure, and in Satisfaction, and Bar of her Dower, or Thirds, and in full Satisfaction and Bar of all such Part or Shares of the Personal Estate of the said E. C. jnn. as she should or might be intitled unto or claim, by Virtue of the Custom of the City of *London*; and from and after the Decease of the Survivor of them the said E. C. jun. and M. his Wife, To the Use and Behoof of the first Son of the said E. C. jun. on the Body of the said M. D. to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th, and all and every other Son and Sons of the said E. C. jun. on the Body of the said M. his Wife begotten, and to be begotten severally and successively, and in Remainder one after another, as they shall be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Males of his and their Body and Bodies of all and every such Son and Sons, and the Heirs Males of his and their Body and Bodies issuing; and for Default of such Issue, To the Use of the said R. H. T. E. J. D. and A. S. their Executors, Administrators and Assigns, for the Term of 1000 Years, without Impeachment of Waste, upon the Trusts, and to and for the Intents and Purpose therein after declared, and herein after mentioned and expressed  
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of and concerning the said Term; and from and after the Determination of the said Term of 1000 Years, To the Use and Behoof of the said E. C. sen. his Heirs and Assigns for ever. And as for, touching and concerning the said Term of 1000 Years limited to them the said R. H. T. E. &c. their Executors, Administrators and Assigns, as aforesaid, It was thereby declared, that the same Term so limited to them the said R. H. &c. their Executors, Administrators and Assigns, as aforesaid, was *Upon* Trust, that in Case there should be no Son of the said E. C. jun. on the Body of the said M. his Wife, born in the Life-time of the said E. C. jun. nor born after his Decease; or if there should be any such Son or Sons, and they should all happen to die without Heirs Males of their Bodies respectively, before any such Son should attain to the Age of 21 Years, and in either of the said Cases there should happen to be one or more Daughter or Daughters of their Bodies, born or to be born, as should attain the Age of 18 Years or be married; That then the said R. H. T. E. &c. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, after the Decease of the said E. C. jun. should by Mortgage or Sale of the said Term and Estate of 1000 Years, or any Part thereof, of and in the said Premisses, or of and in a competent Part thereof, and by and with the Rents, Issues and Profits thereof in the mean time, and until such Mortgage or Sale, or by some or any of the said Ways and Means, as the said R. H. T. E. &c. or the Survivor of them, or the Executors or Administrators of such Survivor should think fit, raise and levy such Sum or Sums of Money for the Portion or Portions of the said Daughter  
or

or Daughters, as were therein after mentioned; (that is to say) If there should be but one such Daughter then the Sum of 11000*l.* of, &c. for the Portion of such only Daughter, to be paid unto her when she should attain her Age of 18 Years, or be married, which should first happen, in Case the said E. C. should be dead; and in Case he should be then living, then within six Months next after his Decease, with Interest for the same in the mean Time, from and after the Decease of the said E. C. jun. after the Rate of 4*l. per Cent. per Annum*: If there should be two or more such Daughters, then the Sum of 13000*l.* of like, &c. for the Portion of such two or more Daughters to be equally divided between or amongst them, Share and Share alike, and to be paid unto them respectively, at and when they should respectively attain the Age of 18 Years, or be married, which should first happen, in Case the said E. C. jun. should be then dead; and in Case he should be then living, then within six Months next after his Decease, with Interest for the same in the mean Time, from and after the Decease of the said E. C. after the Rate of 4*l. per Cent. per Annum*: And if any such Daughter or Daughters, as aforesaid, should happen to die unmarried before her or their Portion or Portions should become payable as aforesaid; then the Portion or Portions of her or them so dying should go to the Survivor or Survivors of them, and be equally divided between or amongst the Survivors, and should be paid at the same Time as her or their Original Portion or Portions should become payable as aforesaid, so as no one such Daughter should have for her Portion, by such  
Survivor.

Survivorship or otherwise, by Virtue of any of the Trusts of the said Term of 1000 Years, above the Sum of 11000*l.* And upon this further Trust and Confidence, that in Case there should be no Son of the said E. C. jun. on the Body of the said M. his Wife, begotten in the Life-time of the said E. C. jun. nor born after his Decease; Or if there should be any such Son or Sons, and all and every the same Son or Sons should happen to die without Issue before they should attain the Age of 21 Years, and in either of the said Cases there should happen to be one or more Daughter or Daughters of the said E. C. jun. on the Body of the said M. his Wife begotten, who should be living at the Time of the Decease of the said E. C. jun. and be then under the Age of 18 Years, or who should be born after the Decease of the said E. C. jun. that they the said R. H. T. E. &c. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, should, by and out of the Rents, Issues and Profits, by and after the Decease of the said E. C. jun. until the said Portion or Portions of the same Daughter or Daughters respectively should become payable as aforesaid, raise and pay such yearly Sum or Sums of Money for Maintenance and Education of such Daughter or Daughters as followeth; (that is to say) in Case of one such Daughter only and no more, the yearly Sum of 80*l.* of, &c. until her Age of 12 Years; and afterwards the Sum of 120*l.* until her Portion should become payable; and in Case of two or more such Daughters the yearly Sum of 60*l.* to each and every of them, until their respective Ages of 12 Years, and afterwards the yearly Sum of 80*l.* to each and

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every

every of them, until their Portions should respectively become payable, such respective yearly Maintenance to be paid half yearly to such Daughter or Daughters, at the Feasts of, &c. by equal Portions, clear of all Taxes and Charges imposed or to be imposed by Act of Parliament made or to be made, and clear of all other Deductions whatsoever; the first Payment thereof to be made to them respectively on such of the said Feasts or Days as should next happen after the Decease of the said E. C. jun. and such Failure of Issue Male by him on the Body of the said M. his Wife to be begotten as aforesaid. *And* in and by the said Indentures it was provided and conditioned, that if any such Daughter or Daughters as aforesaid should happen to be married in the Life-time of the said E. C. jun. and that he should give a Marriage Portion or Marriage Portions with such Daughter or Daughters so married; then such Marriage Portion or Portions should (unless the said E. C. jun. should by Writing under his Hand and Seal declare the contrary) go and be accounted in full, if the same be equal with, or if not equal with, then as to Part of the Portion or Portions herein before appointed to be raised and paid as aforesaid; and the Residue of the Portion or Portions which should be payable by the true Intent and Meaning of the said Indenture to such Daughter or Daughters so married, should be only raised as aforesaid, and paid to her or them. *And* it was further provided, that no such Mortgage or Sale for raising such Portion or Portions as aforesaid, for such Daughter or Daughters as aforesaid, should be made, until one of the same Portion or Portions should become payable, by Virtue of the said Indenture.



Indenture. *And also,* That the Residue of the Rents, Issue and Profits to arise and be made of and from the said Premisses over and above what would satisfy such yearly Sum or Sums of Money, as were therein before mentioned to be raised and paid for the Maintenance and Education of such Daughter or Daughters as aforesaid, and over and above the Costs and Charges in raising the same, should and might, until one of the said Portions should become payable by Virtue of the said Indenture, from and after the Death of the said M. and without any manner of Prejudice to her Jointure, to be received and taken by and to and for the Use and Benefit of such Person or Persons to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, should, by Virtue of the said Indenture, belong: And it was therein further provided, That if any Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years of and in the said Premisses, should, by Virtue of the said Indenture, belong, should pay unto the said Daughter or Daughters, the said Portion or Portions, and yearly Sum or Sums for Maintenance as aforesaid, or so much thereof as should not be then raised as aforesaid; Or if at the Time of such Failure of Issue Male of the said E. C. jun. on the Body of the said M. D. to be begotten as aforesaid, there should happen to be no Daughter of their Bodies between them begotten, nor any such Daughter to be afterwards born alive, or there being such, all of them should happen to die unmarried,

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married, and before their respective Ages of 18 Years; Or if any Son of the said E. C. jun. on the Body of the said M. D. to be begotten, should live to attain the Age of 21 Years, *Then* and in any or either of the same Cases respectively happening (the Trustees Charges of the Execution of the said Trusts, relating to the said Term of 1000 Years, being fully satisfied and discharged, and also all Arrears of Maintenance being likewise satisfied and discharged) the said Term of 1000 Years of and in the said Premises, or of and in so much thereof as should remain unsold undisposed of, for the Purposes aforesaid, should from thenceforth attend and wait upon the Freehold and Inheritance of the same Premises, any Thing therein contained to the contrary thereof in any wise notwithstanding. *And whereas* in and by the said Indenture, it was recited, that the said E. C. sen. was intitled to an Annuity of the yearly Sum of 100*l.* for the Residue of a certain Term of 99 Years by Virtue of an Act of Parliament made. &c. (intitled, An Act, &c. and by Virtue of the said E. C. the elder, his Prescriptions and Payments pursuant to the same Act) He the said E. C. the elder, for the Considerations aforesaid, did thereby grant, bargain, sell, assign and set over unto the said J. P. R. T. and J. S. their Executors, Administrators and Assigns, the said Annuity or yearly Sum of 100*l.* and all the Right, Title, Interest, Trust, Claim and Demand whatsoever of him the said E. C. the elder, of, in and to the same Annuity or yearly Sum, together with the Tally and Order that should be given for the same: *To have and to hold* the same yearly Sum of 100*l.* unto the said J. P. R. T. &c. their Executors,

cutors, Administrators and Assigns, from thenceforth for and during all the rest and Residue then to come and unexpired of the said Term of 99 Years, nevertheless upon the Trusts therein after mentioned, and herein after expressed; (that is to say) *Upon Trust* and Confidence that they the said J. P. R. T. &c. and the Survivor of them, and the Executors and Administrators of such Survivor, should permit and suffer the said E. C. the elder his Executors, Administrators and Assigns, to receive and take to and for his and their own Use and Benefit the said Annuity or yearly Sum of 100*l.* until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, *In Trust* to permit and suffer the said E. C. the younger, and his Assigns, to receive and take to and for his and their own Use and Benefit the said Annuity or yearly Sum of 100*l.* for and during so many Years of the said Term of 99 Years, as he the said E. C. the younger should happen to live; and from and after the Decease of the said E. C. the younger, *In Trust* to permit and suffer the said M. his Wife, and her Assigns, to receive and take to and for her and their own Use and Benefit the said Annuity or yearly Sum of 100*l.* for and during so many Years of the said Term of 99 Years, as she the said M. D. should happen to live, in further Part of her Jointure; and from and after the Decease of the Survivor of them the said E. C. the younger, and M. D. his intended Wife, *In Trust* for such Person or Persons as should then be the Heir Male of the Bodies of the said E. C. the younger and M. his Wife begotten, and for the Executors, Administrators and Assigns of such Heir Male, for and during

the Residue of the said Term of 99 Years; and for want of such Heir Male at the Time of the Decease of the Survivor of them the said E.C. the younger, and M. his Wife, then *In Trust* for the said E.C. the elder, his Executors, Administrators and Assigns, for and during the then Residue of the said Term of 99 Years; and the said E.C. the elder, did therein and thereby covenant and grant to and with the said J. P. R. T. &c. their Executors, Administrators and Assigns, that he the said E.C. the elder, his Executors or Administrators, would make such further Payments as then remained to be made for the Purchase of the said Annuity, according to the said Subscription of the said E.C. the elder: And also, that he the said E.C. the elder, his Executors or Administrators, would procure the said Annuity, and the Order and Tally to be made and struck for the same, to be assigned as soon as conveniently might be after the Solemnization of the said intended Marriage, as Counsel learned in the Law should advise unto the said J. P. R. T. &c. their Executors, Administrators and Assigns, upon the same Trusts as are herein before declared or mentioned, of or concerning the said Annuity. *And* the said E.C. the elder, for the Considerations aforesaid, did covenant, promise and agree to and with the said J. D. and A.S. their Executors and Administrators, that he the said E.C. the elder would, as soon and with as much convenient Speed as might be, after the Solemnization of the said intended Marriage, lay out and dispose, of his own proper Monies, the Sum of 5000 *l.* either intirely or by Parcels, in the Purchase or Purchases of Lands, Tenements or Hereditaments,

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in the Kingdom of *England*; and cause or procure the same Purchase or Purchases to be conveyed and settled to and for such Uses, Intents and Purposes, upon the Trusts, and under and subject to such Provisoos, Powers and Agreements, as were therein before limited, declared, mentioned and expressed of and concerning the said Premises in the said Kingdom of, &c. but so as the Term of 1000 Years to be limited in such new Purchase or Purchases, should be only as an additional Security for the raising and paying the Portions and Maintenances to and for such Daughter or Daughters as aforesaid, as are therein before directed and appointed to be raised and paid, and not for the raising any other Portions or Maintenances. *And* further, that he the said E. C. the elder, his Heirs, Executors or Administrators, would until the said Sum of 5000 *l.* should be laid out by him on them in purchasing as aforesaid, pay to such Person or Persons as for the Time being should be intitled, by Virtue of the said Indenture, to the Rents and Profits of the said Premises in the County of, &c. Interest after the Rate of 4 *l. per Cent. per Ann.* for the said Sum of 5000 *l.* or so much thereof as should from Time to Time remain in his or their Hands, and not be laid out in Purchasing as aforesaid. *And* he the said E. C. the elder did therein further covenant, promise and agree to and with the said J. D. and A. S. their Executors and Administrators, that he the said E. C. the elder would within the Space of four Years next after the Solemnization of the said intended Marriage, lay out and dispose, of his own proper Money, the further Sum of 6000 *l.* &c. either entirely or by Parcels in the Purchase

chafe or Purchases of Lands, Tenements or Hereditaments of an Estate of Inheritance in the Kingdom of *England*, and cause and procure the same Purchase or Purchases, to be convey'd and settled, to and for such Uses, Intents and Purposes, upon such Trusts, and under and subject to such Provisoos, Limitations and Agreements, as were therein before limited, declared, mentioned and expressed, of and concerning the said Premisses in the County of, &c. as far as the Deaths of Parties would admit of, (other than and except such as were therein before limited of the said Premisses in the County of, &c. to the said M. his Wife for her Life) but so also as the Term of 1000 Years to be limited in such new Purchase or Purchases, should be only as an additional Security for the raising and paying the Portions and Maintenances to and for such Daughter or Daughters as aforesaid, as were therein before directed or appointed to be raised and paid, and not for the raising any other Portions or Maintenances. *And whereas* the said E. C. the elder, in Pursuance of the said Covenant in the said recited Indenture of Release contained, hath paid the several Payments remaining due and unpaid for the said Annuity of 100*l.* per *Ann.* in the same Indenture of Release mentioned, and taken the Tally and Order for Payment thereof, pursuant to the said recited Act. *Now this Indenture witnesseth*, That the said E. C. the elder, in Pursuance and Performance of his said Covenant, *Hath* granted, bargained and sold, assigned and set over, and by these Presents doth grant, &c. unto the said J. P. R. T. and J. S. the said Annuity or yearly Sum of 100*l.* and all the Right, Title, Interest,

terest, Trust, Claim and Demand of him the said E. C. the elder, of, in and to the same Annuity or yearly Sum of 100 *l.* together with the Tally and Order given for the same: *To have and to hold* the same Annuity or yearly Sum of 100 *l.* unto the said J. P. R. T. &c. their Executors, Administrators and Assigns, from henceforth for and during all the rest and Residue now to come and unexpired of the said Term of 99 Years; *Nevertheless* upon the Trusts herein after mentioned; (that is to say) *Upon Trust* and Confidence that they the said J. P. R. T. &c. and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will permit and suffer the said E. C. the younger, and his Assigns, to receive and take to and for his and their own Use and Benefit, the said Annuity or yearly Sum of 100 *l.* for and during so many Years of the said Term of 99 Years, as he the said E. C. the younger shall happen to live; and from and after the Decease of the said E. C. the younger, *In Trust* to permit and suffer the said M. his Wife and her Assigns, to receive and take to and for her and their own Use and Benefit, the said Annuity or yearly Sum of 100 *l.* for and during so many Years of the said Term of 99 Years, as she the said M. shall happen to live in further Part of her Jointure; and from and after the Decease of the Survivor of them the said E. C. the younger, and M. his Wife, *then* in Trust for such Person or Persons as shall then be Heir Male of the Bodies of the said E. C. the younger, and M. his Wife begotten, and for the Executors, Administrators and Assigns of such Heir Male, for and during the Residue of the said Term  
of

of 99 Years; and for want of such Heir Male at the Time of the Decease of the said E. C. the younger, and M. his Wife, *Then in Trust* for the said E. C. the elder, his Executors, Administrators and Assigns, for and during the then Residue of the said Term of 99 Years. *And this Indenture further witnesseth*, That the said E. C. the elder, in Pursuance and full Performance of all and every the several Covenants and Agreements in the said recited Indenture of Release contained on the Part and Behalf of him the said E. C. to be performed; and in Consideration also of the Sum of 5*s.* to him [the said E. C. the elder in Hand paid by the said J. P. R. T. and J. S. the Receipt whereof the said E. C. the elder doth hereby confess and acknowledge, he the said E. C. the elder *hath* granted, bargained and sold, released and confirmed, and by these Presents doth grant, &c. unto the said J. P. R. T. &c. (in their actual Possession now being of the Manor, Messuages, Fee-Farm Rents, Lands, Tenements and Hereditaments herein after mentioned, by Virtue of a Bargain and Sale to them hereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to their Heirs, *All* that the Manor of, &c. and all that the Advowson of, &c. and also all that Messuage, &c. and also all those yearly Fee-Farm Rents, &c. issuing and payable out of and for a Messuage or Tenement situate in, &c. and also the Reversion and Reversions, &c. and also all the Estate, &c. *To have and to hold* all and singular the said Manor, Messuages, Lands, Tenements, Fee-Farm Rents, Hereditaments  
and



and Premises above-mentioned to be hereby granted, with their and every of their Appurtenances, unto the said J. P. R. T. &c. their Heirs and Assigns, to and for the several Uses, Trusts, Intents and Purposes herein after limited, expressed and declared; (that is to say) *As for and concerning* all and every the said Fee-Farm Rents hereby granted, to the Use and Behoof of the said E. C. the younger, and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate, to the Use and Behoof of the said J. P. R. T. &c. and their Heirs, during the natural Life of the said E. C. the younger, *Upon Trust* to preserve and support the contingent Remainders herein after limited, from being defeated or destroyed; and from and after the Decease of the said E. C. the younger, to the Use and Behoof of the said M. his Wife, for and during the Term of her natural Life in full of her Jointure; and from and after the Decease of the Survivor of them the said E. C. the younger, and M. his Wife, to the Use and Behoof of the first Son of the said E. C. the younger, on the Body of the said M. his Wife to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son of the said E. C. the younger, on the Body of the said M. C. his Wife to be begotten, and of the Heirs Males of the Body of such second Son lawfully issuing; and for Default of such Issue, To the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth, and all and every other Son and Sons of the said E. C. the younger, on the Body of the said M. his Wife begotten and to be begotten,

ten, severally and successively, and in Remainder one after another, as they shall be in Priority of Birth, and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing; and for Default of such Issue, To the Use and Behoof of the said R.H. T.E. J.D. and A.S. their Executors, Administrators and Assigns, for the Term of 1000 Years, thence next following, and fully to be compleat and ended, *Upon* the Trust and to and for the Ends, Intents and Purposes herein after declared, mentioned and expressed, of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, To the Use and Behoof of the said E.C. the elder, his Heirs and Assigns for ever. *And as for and concerning* the said Manor and Messuages, &c. and the said Advowson of the said Church, &c. and all other the Messuages, Lands, Tenements and Hereditaments whatsoever above-mentioned to be hereby granted, with the Appurtenances, To the Use and Behoof of the said E. C. the younger, and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, To the Use and Behoof of the said J.P. R. T. &c. and their Heirs, for and during the natural Life of the said E. C. the younger, *upon* Trust to support and preserve the contingent Remainders herein after limited, from being defeated or destroyed, and for that Purpose to make Entries, and bring Actions as Occasion shall require; but nevertheless in Trust to permit and suffer the

the said E. C. the younger, and his Assigns, to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit, during his natural Life; and from and after the Decease of the said E. C. the younger, To the Use and Behoof of the first Son of the said E. C. the younger, on the Body of the said M. his Wife to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, To the Use and Behoof of the second Son of the said E. C. the younger, on the Body of the said M. his Wife to be begotten, and of the Heirs Males of the Body of such second Son lawfully issuing; and for Default of such Issue, To the Use of the third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth, and all and every other Son and Sons of the said E. C. the younger on the Body of the said M. his Wife begotten and to be begotten, severally and successively, and in Remainder one after another, as they shall be in Priority of Birth, and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing; and for Default of such Issue, To the Use and Behoof of the said R. H. T. E. J. D. and A. S. their Executors, Administrators and Assigns, for and during and unto the full End and Term of 1000 Years thence next following, and fully to be ended without Impeachment of or for any Manner of Waste, Upon the Trusts, and to and for the Ends, Intents and Purposes herein after declared, mentioned and expressed of and concerning the same Term; and from and after the Determination of the said

said Term of 1000 Years, To the Use and Be-  
 hoof of the said E. C. the elder, his Heirs and  
 Assigns for ever. *And as for*, touching and  
 concerning the said several Terms of 1000  
 Years, hereby limited to the said R. H. T. E.  
 &c. their Executors, Administrators and As-  
 signs, It is hereby declared by all the said  
 Parties to these Presents, that the same Terms  
 so limited to them the said R. H. T. E. &c.  
 their Executors, Administrators and Assigns,  
 as aforesaid, *Is upon Trust* only for the sooner  
 and better raising and Payment of the said  
 Portions and Maintenance for the Daughters of  
 the said E. C. the younger, on the Body of the  
 said M. his Wife begotten, at such Times and  
 in such Manner, and under such Conditions,  
 Limitations and Restrictions, as are declared,  
 limited and appointed of the said Lands in the  
 said County of, &c. in and by the said recited  
 Indenture of Release above-mentioned, and  
 not for raising or Payment of any other addi-  
 tional Portions or Maintenances. *And the said*  
 E. C. the elder, for himself, his Heirs, Execu-  
 tors and Administrators, doth covenant and  
 grant to and with the said J. P. R. T. and J. S.  
 their Heirs and Assigns; that, for and not-  
 withstanding any Act, Matter or Thing what-  
 soever, by the said E. C. the elder, done or  
 committed to the contrary, he the said E. C.  
 the elder, now hath good Right, full Power,  
 and lawful Authority in his own Right to  
 grant and convey all and singular the said Ma-  
 nor, Messuages, Lands, Tenements, Rents,  
 Hereditaments and Premises above-mentioned  
 to be hereby granted, unto the said J. P. R. T.  
 &c. and their Heirs, To such Uses, upon such  
 Trusts, and to and for such Intents and Pur-  
 poses



poses as are herein before mentioned, limited, expressed and declared of and concerning the same Premises. *And also*, That the said Manor, Messuages, Lands, Rents, Hereditaments and Premises, and every Part thereof, shall and may from henceforth be, remain and continue to, for and upon the several Uses, Intents, Trusts and Purposes, and under and subject to the several Limitations and Agreements aforesaid, touching or concerning the same Premises respectively; *Free* and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Mortgages, Judgments, Statutes, Recognizances, Titles, Troubles, Annuities, Rents-Charge, yearly Payments, Demands and Incumbrances whatsoever, made, done or suffered by him the said E. C. the elder (other than and except such Leases and Grants by Copy of Court-Roll as are now in being on several Tenements within the said Manor of &c. aforesaid.) *And further*, That he the said E. C. the elder, his Heirs, Executors and Administrators, any Thing having or claiming in the said Manor and Premises above-mentioned, or any Part thereof, by, from or under him, them or any of them, shall and will from Time to Time, and at all Times hereafter, at the reasonable Request of the said J. P. R. T. &c. their Heirs or Assigns, but at the proper Costs and Charges of him the said E. C. the elder, his Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances

veyances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Manor, Messuages, Lands, Tenements, Rents, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, To, for and upon the several Uses, Trusts, Intents and Purposes herein before mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, as by the said J. P. R. T. &c. their Heirs or Assigns, their or either of their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly*, The said E. C. the younger, and M. his Wife, do by these Presents signify, declare and agree, that the Settlement hereby made, is in full Performance and Satisfaction of all Covenants, Clauses and Agreements whatsoever in the said recited Indenture of Release contained on the Part and Behalf of the said E. C. the elder, his Heirs, Executors and Administrators, to be done and performed for making such further Settlements as were thereby agreed and intended. *In Witnesses, &c.*

To this Settlement might be added, [*A Proviso to make Leases, &c. And also a Covenant, That all Fines and Assurances shall be and enure to the Uses, &c.*]

*A Mar-*

*A Marriage-Settlement by Lease and Release, of several Manors made by the intended Husband's Father before the Marriage, in Consideration of 1000 l. paid to him, and 1000 l. paid or secured to be paid to the intended Husband, (being the Wife's Portion) To the Use of himself until the Marriage is solemnized; then to the Husband for Life, and to Trustees for his Life, to preserve contingent Remainders; then to Trustees for 100 Years; then to the first and other Sons of the Husband on the Body of the Wife; Remainder to Trustees for 500 Years; Remainder to the Husband and his Heirs Males, Remainder to the Heirs and Assigns of the Husband. Proviso, That the Lands shall be chargeable with an Annuity of 120 l. per Annum to the Husband's Father and Mother, with Power to distrain; and also with 300 l. per Annum to the Wife, after the Death of the Husband, for her Life for her Jointure, with like Power to distrain. The Term of 100 Years is declared to be in Trust, as a Security for Payment of the Annuities; and the said Term of 500 Years (chargeable with the said Annuities) is on Trust to raise Daughters Portions: Proviso, To lease for three Lives, subject to Distress for the Annuities, and to the Terms of 100 Years and 500 Years, and the Trusts thereof. Covenant to levy a Fine to the Uses above; and that the Trustees shall be indemnified from all Costs, and be accountable only for what they shall severally receive, &c.*

**T**HIS Indenture Quadrapartite, made, &c.  
Between R. M. the elder, of, &c. Esq; and  
A. his Wife, of the first Part; Sir F. B. of,  
&c. Knt. and F. T. of, &c. Gent. of the second  
X Part;

Part; R. M. of, &c. and R. N. of, &c. of the third Part; and R. M. the younger, Son and Heir apparent of the said R. M. the elder, and A. T. sole Daughter of the said F. T. of the fourth Part. *Whereas* a Marriage is intended (by the Permission of GOD) shortly to be had and solemnized between the said R. M. the younger, and the said A. T. *Now this Indenture witnesseth*, That for and in Consideration of the said intended Marriage, and of 1000 l. of, &c. paid or secured to be paid by the said F. T. to the said R. M. the elder, by the Consent of the said R. M. the younger; and of 1000 l. more of like, &c. paid or secured to be paid by the said F. T. to the said R. M. the younger, by the Consent and Direction of the said R. M. the elder, in full of the Marriage-Portion of the said A. And for the assuring of a competent and convenient Jointure and Provision of Maintenance to and upon the said A. (in Case that after the said Marriage she happen to survive the said R. M. her intended Husband) and for settling the Manor, Messuages, Lands, Tenements and Hereditaments therein after mentioned, to the Uses, Intents and Purposes, and upon and under the Provi-  
 soes, Limitations and Trusts herein after declared; and for divers other good Causes and Considerations them the said R. M. the elder, and A. his Wife thereunto moving; They the said R. M. and A. his Wife, *Have*, and either of them hath granted, bargained, sold, aliened, released and confirmed, and by these Presents do, and either of them doth grant, &c. unto the said Sir F. B. and F. T. (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made for one  
 3 Year,



Year, by Indenture bearing Date the Day before the Day of the Date hereof, and by Force of the Statute made for *Transferring of Uses into Possession*, and to their Heirs and Assigns for ever;) *All* that the Manor and Lordship of, &c. with the Appurtenances thereunto belonging; And also all that Messuage, &c. and all those Messuages or Tenements, lying and being in, &c. and the Reversion and Reversions, Remainder and Remainders thereof: And all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Benefit, Property, Claim and Demand of them the said R. M. the elder, and A. his Wife, or either of them, of, in, to or out of the same; and all Deeds, Evidences, Court-Rolls, Writings, Escripts and Muniments touching or concerning the Premises or any of them, or any Part or Parcel of them or any of them. *To have and to hold* the said Manor, Messuages, Tenements, Lands, Hereditaments and Premises above-mentioned to be granted and released, with their and every of their Appurtenances to the said Sir F. B. and F. T. and their Heirs, To the several Uses, Intents and Purposes, and upon the Trusts, and under the Provisoos herein-after mentioned and declared; (that is to say) To the Use of the said R. M. the elder, and his Heirs, until the said Marriage shall be had and solemnized: And from and after the Solemnization of the said intended Marriage; *Then as for and concerning* the said Manor of, &c. with the Rights, Members and Appurtenances thereunto belonging, and the several Messuages, Lands and Premises, and situate being in, &c. To the Use of the said R. M. the younger, for and during the Term of his natural Life, without Im-

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peachment of or for any Manner of Waste; and after the Determination of his Estate, *then* to the Use of the said Sir F. B. and F. T. and their Heirs, for and during the Life of the said R. M. the younger, *In Trust*, to preserve the contingent Uses and Estates herein-after limited from being prevented and destroyed, and to make Entries for that Purpose as the Case shall require; and after the Decease of the said R. M. the younger, *then* the Use and Benefeet of the said Sir F. B. and F. T. and their Assigns, for and during the Term of 100 Years, if the said A. T. shall so long live, upon the Trusts herein-after declared: And after the Expiration or other sooner Determination of the said Term of 100 Years, To the Use of the first Son of the said R. M. the younger, upon the Body of the said A. lawfully to be begotten, and to the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, To the Use of the second Son of the said R. M. the younger, upon the Body of the said A. lawfully to be begotten, and to the Heirs Males of the Body of such second Son; and for Default of such Issue, To the Use of the third and fourth, and of all and every other Son and Sons of the said R. M. the younger, upon the Body of the said A. lawfully to be begotten, and of the Heirs Males of the several and respective Bodies of such third and fourth, and all and every other Son and Sons lawfully to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, the elder of them and the Heirs Males of his Body, always to be preferred before the younger of them and the

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Heirs Males of his Body; and for Default of such Issue, *then* in Case the said A. shall survive the said R. M. the younger, and shall be enſient or with Child at the Time of his Decease, To the Use of the said Sir F.B. and F.T. and their Heirs, until the Birth of such after-born Child or Children; and in Trust for such Child or Children, if the same be a Son; and if it be a Daughter, *then* in Trust for such Person and Persons to whom the next and immediate Use and Estate of the said last mentioned Premises shall belong upon the Birth of such Daughter? And if such Child or Children shall happen to be a Son or Sons, then to the Use of such Son and Sons ſucceſſively, as they shall be in Seniority of Age and Priority of Birth, and of the Heirs Males of their Bodies reſpectively and ſucceſſively as aforeſaid: And for Default of any Heir Male of the said R.M. the younger, upon the Body of the said A. to be begotten, *then* to the Use of the said R. M. and R. N. for and during the Term of 500 Years, without Impeachment of Waſte, *Upon* the Trusts herein after declared; and from and after the Determination of the said Term of 500 Years, To the Use of the said R. M. the younger, and the Heirs Males of his Body lawfully to be begotten; and for Default of such Issue, to the Use of the Heirs and Aſſigns of the said R. M. the younger for ever. *Provided* always, and it is the true Intent and Meaning hereof, That the said Manor and Premises in, &c. aforeſaid, and the Rents, Fines, Herriots, and all other the caſual and annual Services iſſuing or ariſing out of the ſame, or thereunto belonging, and every Part thereof, ſhall be ſubject to and chargeable

with the yearly Rent of 120*l.* of, &c. And the said Sir F. B. and F. T. and their Heirs, shall stand seised thereof, to the Intent that such yearly Rent of 120*l.* may be in the first Place payable and paid to the said R. M. the elder during his Life; and after his Decease, to the said A. his Wife, (in Case she happen to survive her said Husband) at or in the Capital Messuage of, &c. yearly and every Year, in or upon the Feasts of, &c. by even and equal Portions, without any Defalcation or Abatement for Taxes, Charges or Payments issuing out of, or charged or imposed, or to be charged or imposed upon the said Manor and Premises, or any Part or Parcel thereof by Act of Parliament or otherwise, by Reason of the said 120*l.* Rent, the first Payment thereof to begin, and be made to begin, in and upon such of the said Feasts or Days of Payment, as shall next happen after the Solemnization of the said intended Marriage. *And* to the further Intent, That if it shall happen the said yearly Sum of 120*l.* or any Part or Parcel thereof, to be behind or unpaid by the Space of 31 Days next ensuing either of the said Days whereon the same is herein before appointed to be paid; That then and from thenceforth it shall and may be lawful to and for the said R. M. the elder, and to and for the said A. his Wife, (in Case she happen to survive her Husband as aforesaid) and to and for his and her Assigns respectively, into the said Manor of, &c. and Premises, or into any of them to enter and distrain, and the Distress and Distresses then and there found, lawfully to take, lead, drive, carry away and impound, and in Pound to detain and keep, until he, she



she or they, shall be of the said yearly Sum of 120*l.* and all Arrearages thereof (if any be) fully satisfied and paid, *And* to this further Intent and Purpose, That the yearly Rent of 300*l.* of like, &c. may, from and after the Decease of the said R. M. the younger, be payable and paid every Year to the said A. T. out of the said Manor, and all and singular the above-mentioned Premises in, &c. aforesaid, for and during the Term of her natural Life for her Jointure, and in full Satisfaction of her Dower, upon the Feast Days of, &c. by even and equal Portions, without any Defalcation or Abatement for Taxes or Payments issuing out of, or charged or to be charged upon the said Premises, or any Part thereof, or upon the said Rent of 300*l.* by Act of Parliament or otherwise; the first Payment thereof to begin and to be made at such of the said Feast Days as shall next happen after the Decease of the said R. M. the younger: *And* that if it shall happen the said yearly Rent of 300*l.* or any Part or Parcel thereof to be behind and unpaid, &c. (*ut supra* in the 120*l.*) *And as for and concerning* the Messuages, Lands and Premises in, &c. To the Use of the said R. M. the elder, for and during the joint Lives of him the said R. M. and A. his Wife; and from and after either or their Deceases, *then* to the Use of the said R. M. the younger, for and during the Term of his natural Life; *And* after his Decease, To the said Sir F. B. and F. T. and their Assigns, for and during the Term of 100 Years, if the said A. T. shall so long live, upon the Trusts herein after declared; *And* after the Expiration or other sooner Determination of the said Term

of 100 Years, *then* to the Use of the said R. M. the younger, and the Heirs Males of his Body, begotten of the Body of the said A. And for Default of such Issue, To the Use of the said R. M. the younger, and the Heirs Males of his Body lawfully issuing; and for Default of such Issue, To the Use of the right Heirs of the said R. M. the younger for ever. *Charged* and chargeable nevertheless from and after the Decease of the said R. M. the elder, and A. his Wife, or either of them, with the said yearly Rent of 300*l.* And the like Distress and Distresses to be therein taken for the same, as is before limited and appointed for the Manor of, &c. afore-said. *And as for*, touching and concerning the Messuages, Lands, Tenements and Hereditaments in, &c. and all and singular other the above-mentioned Premises, whereof no Use is herein before limited and declared, To the Use of the said R. M. the younger, and of his Heirs and Assigns for ever. *And as to* and concerning the said two several Terms of 100 Years a-piece herein before limited to the said Sir F. B. and F. T. and their Assigns, determinable by the Decease of the said A. T. it is declared and agreed by and between all the said Parties to these Presents, That the same, and each of them, were so limited to them, *In Trust*, and to go with and attend the several and respective Remainders next and immediately expectant upon the said several and respective Terms, according to the Uses and Estates thereof herein before respectively declared and appointed, in the mean Time and until Default of Payment be made of the said respective yearly Rents of 120*l.* and 300*l.* And

And to the Intent that from Time to Time, after any Default or Defaults of Payment thereof respectively by the Space of 40 Days next after the respective Days or Times of Payment herein before limited for Payment thereof, *They* the said Sir F. B. and F. T. their Executors and Assigns, shall and may enter upon the said Manor, Messuages, Lands and Premises, so limited to them for Payment of the respective Sums as aforesaid, and charged and chargeable with the said yearly Sums of 120*l.* and 300*l.* and receive and take the Rents and Profits thereof, and thereby and therewith, with as much Speed as may be, according to the true Intent and Meaning hereof, satisfy and pay to the said R. M. the elder and A. his Wife, and the said A. T. the yearly Sums of 120*l.* and 300*l.* above-mentioned, and all Arrearages thereof, and all Costs and Damages which shall be sustained by Reason of the Non-payment of the said several yearly Sums of 120*l.* and 300*l.* or any Part thereof: And afterwards shall permit and suffer the Residue and Overplus of the Rents and Profits of the Premises, to be received by such Person and Persons respectively, to whom the next and immediate Reversion and Remainder expectant upon the said several Terms of 100 Years shall for the Time being respectively appertain. *And as* to and concerning the said Term of 500 Years herein before limited to the said R. M. and R. N. their Executors and Assigns, charged and chargeable with the said yearly Sum of 120*l.* as aforesaid, It is declared and agreed by and between all the said Parties to these Presents, That the same is so limited upon the Trusts,  
and

and to the Intents and Purposes, and under the Provisoes and Conditions following; (that is to say) That if the said R. M. the younger, and the said A. shall both die without Issue Male begotten of their two Bodies living at the Time of the Death of the Survivor of them: Or if such Issue or Issues Male then living shall all happen to die without Issue Male of any of their Bodies begotten, and before their or any of their respective Ages of 21 Years, and there shall be one or more surviving Daughter or Daughters of the Body of the said R.M. the younger, upon the Body of the said A. begotten; *then* the said R. M. and R. N. and the Survivor of them, and the Executors and Administrators of such Survivor, shall raise and levy by Sale of the said Premisses, and by any other lawful Ways and Means as to them shall seem meet, the Sum of 2000 *l.* to be paid to such Daughter or Daughters; and if there shall be more than one, to be equally divided amongst them Share and Share alike, at her and their respective Ages of 21 Years, or Days of Marriage, which shall first happen: And upon this further Trust, That the said Trustees shall from Time to Time out of the Premisses, or the Money raised thereby, provide, pay and allow to such Daughter and Daughters not being already preferred, for or towards her or their Maintenance, so much Money yearly as the usual Interest of her or their Portion or Portions shall amount unto at the Time of such Payment or Payments respectively, until the said respective Portion or Portions shall by the true Meaning thereof become payable. *And* in Case there be more such Daughters than



than one, and any of them shall happen to die before her or their Marriage, and before she or they shall have attained to their respective Ages of 21 Years; *Then* to the Intent and Purpose that the said Trustees shall pay or cause to be paid to the surviving Daughter or Daughters, to be equally divided between them (if more than one) out of the Profits of the said Premises, or out of the Money raised thereby, such Part or Parts of the 2000*l.* together with such Increase or Addition of Maintenance as would have belonged to such Daughter or Daughters so dying, in Case she or they had lived to her or their Age or Ages of 21 Years, or had been married. *Provided* nevertheless, and it is hereby declared, That if after the said Sum of 2000*l.* herein before limited for Daughters Portions, shall be raised, and such Maintenance provided for them as aforesaid, there shall remain any Overplus of Money in the Hands of the said Trustees, or the Survivor of them, or of the Executors or Administrators of such Survivor, more than will satisfy the said 2000*l.* limited for Portions, and the reasonable Charges and Expences of the said Trustees, their Executors or Administrators, in raising the same; They the said Trustees, and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay all such Overplus Money to the Executors and Administrators of the said R.M. the younger. *Provided* always, That if any of the said Daughters shall be married in the Life-time of their Father, and shall have any Portion or Portions given with her or them by their said Father; That then such Daughter or Daughters so married shall have so much only out

out of the said 2000 *l.* to be raised as aforesaid, as the Portion or Portions given with her or them in Marriage by their said Father, was short of the Portion or Sum of Money which should have belonged to her or them out of the said 2000 *l.* if she or they had not been married, and no more; the same to be paid to her or them so married within six Months after the Death of their said Father and Mother, and the Default or Failure of Issue Male of their two Bodies as aforesaid: And in such Case the said Trustees shall raise out of the Premises so much only as near as may be, as together with the said Marriage Portion or Portions so to be given with her or them by the said R. M. the Father in his Life-time, will make up the aforesaid Sum of 2000 *l.* and satisfy the reasonable Charges of the said Trustees, and provide such Maintenance as aforesaid for the Daughter or Daughters unpreferred. *Provided* always, and it is by these Presents, and the Parties hereunto further declared and agreed, That the said Term of 500 Years herein before limited to the said R. M. and R. N. as aforesaid, is and was so limited as aforesaid, upon Condition, That if the said R. M. the younger shall not have any such Daughter or Daughters as aforesaid living at the Time of his Decease, or which be afterwards born alive; And if all and every the said Daughter or Daughters shall depart this Life before their respective Ages of 21 Years, or Days of Marriage; Or if all and every the said Daughter or Daughters shall be preferred by their said Father in his Life-time, with a Portion or Portions equal to, or exceeding the Share or Shares of the said 2000 *l.* which by the true Meaning hereof would have been payable

payable to her or them, if she had been unmarried; Or if the said R. M. the younger, his Executors and Assigns, or such other Person or Persons to whom the next and immediate Remainder or Reversion of the said Premises expectant upon the said Term of 500 Years doth or shall belong or appertain, do or shall sufficiently, and to the good Liking and Approbation of the said Trustees, or the Survivors of them, or the Executors or Administrators of such Survivors, testified under their respective Hands and Seals, secure the said respective Portion and Portions, and Maintenance, to be paid and provided as aforesaid, together with such reasonable Charges and Expences as the Trustees, or any of them, shall have disbursed or laid out in Relation to the Trust before such Security given; Or shall pay or satisfy the said Sum or Sums of Money, Portion or Portions, at the Time or Times of Payment thereof, and according to the Limitation thereof as aforesaid, together with the reasonable Disbursements of the said Trustees, and every of them; *That* then and from thenceforth, and in all or every of the said Cases, the said Term of 500 Years shall cease, determine and be utterly void; any Thing herein before contained to the contrary notwithstanding. *Provided* always, and it is covenanted, agreed and declared by and between all the Parties to these Presents, That it shall and may be lawful to and for the said R. M. the younger, at any Time or Times hereafter during his natural Life, and after his Decease, to and for such other Person and Persons as shall be seized in Tail of the Premises hereby granted, or of any Part thereof respectively,  
by

by Virtue of these Presents, by his and their several and respective Deed or Deeds indented, sealed and subscribed by him or them in the Presence of two or more credible Witnesses, to demise, grant and to Farm let to any Person or Persons in Possession, Reversion or Remainder, *All* and singular the said Premisses in, &c. aforesaid, which have been usually and customarily let to Farm; And also to and for the said R. M. the elder, during the joint Lives of him and his Wife, and to and for the said R. M. the younger, after either of their Deceases, and to and for such Person and Persons, as by Virtue thereof shall be seized in Tail of the Lands and Tenements herein after mentioned, by their several and respective Deed or Deeds indented, sealed and subscribed as aforesaid, to demise, grant and to Farm let to any Person or Persons in Possession, Reversion or Remainder, *All* and singular the Messuages or Tenements before mentioned, with the Lands and Premisses thereunto belonging, situate and being in, &c. which have been usually and customarily let to Farm; so as such Lease or Leases be made without Impeachment of Waste, and so as there shall be reserved upon all and every such Demises, Leases or Grants, unto such Person or Persons respectively, as shall from Time to Time be intitled to the Reversion or Remainder of the Premisses so to be letten, the respective ancient and accustomed yearly Rent for the same or more, during the Continuance of such Lease or Leases; and so as all the Leases and Grants to be made of any particular Farm or Part of the Premisses in Possession, Reversion or Remainder at once in Being, do not exceed the Number of three lives, or  
Years



Years determinable upon three Lives; and so as all and every Part of the Premises respectively so to be leased shall remain, continue and be subject and liable to such Distress and Distresses to be had and taken for the said respective yearly Sums of 120 *l.* and 3000 *l.* above-mentioned, and also to such of the said Terms of 100 Years and 500 Years, and the respective Trusts thereon declared, as the same would have been liable to, if no such Lease or Leases thereof had been made. *And* it is hereby fully agreed by and between all the said Parties to these Presents, for them and their Heirs respectively; That after such Demises, Leases or Grants made according to the said Power respectively, the said Sir F. B. and F. T. and their Heirs, shall stand and be respectively seized of such and so much of the said Premises so to be demised, leased, granted, limited or appointed, charged with the yearly Sums of 120 *l.* and 300 *l.* and the Terms of 100 Years and 500 Years, in such Manner as aforesaid, To the Use of such Person and Persons, for and during such Time and Times as shall be so leased or granted; and upon such Provisoos, Conditions and Covenants as shall be in such Indenture or Indentures of Lease respectively contained: And after the Determination of the said Leases, and of every of them respectively, then to such Uses, Intents and Purposes as before in these Presents are limited and declared, and as by the true Intent and Meaning hereof they should have been, if no such Lease or Leases had been thereof made; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said R. M. the elder, for himself, his Heirs, Executors

Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said Sir F. B. and F. T. their Executors and Administrators, and to and with every of them by these Presents, in Manner following; (that is to say) That he the said R. M. the elder, and A. his Wife, or one of them, (for and notwithstanding any Act, Matter or Thing by them or either of them, or by R. M. Esq; deceased, late Father of the said R. M. the elder, done or suffered to the contrary) now is and standeth, and at the Time of the sealing and delivery of these Presents, are and stand lawfully, rightfully and absolutely seized of and in the Manor, Messuages, Lands and Premises above-mentioned, of a good, perfect, lawful, absolute and indefeasible Estate of Inheritance. *And* that for and notwithstanding as aforesaid, he the said R. M. hath in himself good Right, full Power, and absolute Authority, to grant and convey the same Premises to the Uses, Intents and Purposes aforesaid; And that he the said R. M. A. his Wife, and the said R. M. deceased, have not, nor either of them hath at any Time committed or suffered any Act, Matter or Thing whatsoever, (except as herein after is excepted) whereby or wherewith the Manor and Premises hereby conveyed or mentioned to be conveyed, shall or may be impeached, charged or incumbered in Title, Estate or otherwise howsoever; but that the same, and every of them, shall from Time to Time, and at all Times hereafter, remain, continue and be, To and for the several and respective Uses, Intents and Purposes, and under and subject to the Provisoos and Agreements herein before specified

fied and contained; and shall be accordingly, peaceably and quietly held and enjoyed, without the lawful Let, Suit, Trouble or Interruption of the said R. M. the elder, and A. his Wife, or either of them, or of any other Person or Persons lawfully claiming from, by or under them, or either of them, or by or under the said R. M. deceased, or from, by or under their or either of their Estate, Right, Title, Means, Consent or Procurement: (other than by taking Distresses for the said Rent Charge of 120 *l.* if the same shall happen to be behind.) Freed and discharged, and from Time to Time upon Request well and truly saved, and kept harmless and indemnified of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Trusts, Wills, Entails, Debts, Statutes, Recognizances, Judgments, Extents, Executions, and of and from all former or other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, done or suffered by the said R. M. the elder, and A. his Wife, or the said R. M. deceased, or either of them; (Such Leases now in Being made of the Premises, or of some Part thereof, whereof the said R. M. the elder hath given to the said F. T. a particular Note or Schedule in Writing under the Hand of the said R. M. the elder, whereupon the several yearly Rents in the said Note mentioned are reserved; and also such Leases as are now in Being, formerly granted of Part of the Lands in, &c. and such Estate for Life as S. M. claims in the Lands at, &c. only excepted and foreprized.) Which said yearly Rents shall continue due and payable to such Person or Persons, to whom the Re-

version and Remainder thereof respectively doth or shall belong during the Continuance of such Leases. And the said R. M. the elder, and A. his Wife, and their Heirs, shall and will upon the reasonable Request of the said F. T. his Executors or Administrators, make, do, acknowledge, suffer and execute, or cause to be made, &c. all and every such reasonable and lawful Act and Acts, for the further, better and more perfect assuring or conveying of the said Manor and Premises, or of any Part or Parcel thereof, with the Appurtenances, to the said Sir F. B. and F. T. their Heirs and Assigns, To the Uses, Intents and Purposes above-mentioned; be it by Fine, Feoffment, Recovery, or by any of the said Ways, or by any other Way, Means, Devise or Assurance whatsoever, as shall be reasonably devised, advised or required by the said Sir F. B. and F. T. their Heirs and Assigns, or his, their or any of their Counsel learned in the Law, so as the said Fine or other Assurance do not contain any further or other Warranty or Covenants than are herein contained. And further, That the said R. M. the elder, and A. his Wife, and the Survivor of them, shall and will before the End of *Hillary* Term next ensuing the Date hereof, in the King's Majesty's Court of *Common Pleas* at *Westminster*, acknowledge and levy in due Form of Law unto the said Sir F. B. and F. T. and their Heirs, one or more Fine or Fines *Sur Conuissance de Droit come ceo*, &c. of *All* and singular the said Premises above-mentioned, with Proclamations thereupon, according to the Form of the Statute in such Cases made and provided, by such Name or Names, Quantities, Qualities, and Number of Acres, as by the said



Sir F. B. and F. T. or their Counsel learned in the Law, shall be reasonably devised, or advised and required, so that the said R. M. and A. his Wife, nor either of them, be not obliged or compelled to travel from the Place of their Abode: Which said Fine or Fines so or in any other Manner to be levied, and all other Fines, Recoveries and Assurances hereafter to be had or made of the Premises, or any Part thereof, shall be and enure, and the Conusee or Conusees of such Fine and their Heirs by Virtue hereof, shall stand and be seized of the same Premises, to the only respective Uses, Intents and Purposes, and upon the Trusts, and under and subject to the Provisoes and Agreements herein before limited, expressed and declared, and to no other Uses, Intents or Purposes whatsoever. *And lastly*, It is hereby declared by and between all the said Parties to these Presents, That the said Sir F. B. and F. T. R. M. and R. N. their Heirs, Executors, Administrators and Assigns, shall from Time to Time be saved harmless by and out of the Premises, of and from all such Costs, Charges, Damages and Expences, as they or any of them shall sustain and be put unto, by Reason of the said Estates and Trusts herein before declared for the Undertaking and Managing thereof, or in any Ways touching or concerning the same, and shall be accountable for so much only as they respectively shall actually receive by or out of the Premises, and for no more, nor the one for the other, nor with nor for the Receipts or Disbursements the one of the other, *In Witness,* &c.

*A Settlement of a Freehold Lease for three Lives by Release from the Husband's Father to Trustees, reciting a former Settlement; To hold Part of the Premises during the three Lives, To the Use of the Husband for Life; and after his Decease, to pay the Wife 50 l. per Ann. during her Life; and the Remainder to their Children, in such Manner as the Husband shall appoint: And in Default of such Appointment, to all their Children equally; And for Default of Issue, to the Heirs and Assigns of the Husband; Remainder of the Premises to the Husband's Father, &c. made after the Death of the Husband and Wife, for the Benefit of the Children, Proviso, On the Death of one of the Lives, the Grandfather to renew the Lease, on giving Security to the Trustees to settle the Premises to the same Uses: Proviso, If the Grandfather dies before the other Lives, the Trustees to surrender and take a new Lease, the Person intitled to the Reversion, paying the Purchase-Money and Charges; and if such Person be not of Age, Power is given to the Trustees to mortgage the Lease for such Purchase-Money and Charges, &c.*

**T***HIS Indenture made, &c. Between H. W. the elder, of, &c. Gent. of the one Part; and T. E. Esq; H. H. Woollen Draper, and T. W. Mercer, all of the City of, &c. of the other Part. Whereas in and by one Indenture of Lease, bearing Date, &c. and made between R. E. Prebendary of the Prebend of, &c. of the one Part, and the said H. W. the elder of the other Part; The said R. E. for the Considerations therein mentioned, Did demise, grant, and to Farm let unto the said H. W. the elder,*

*All that Capital Messuage, &c. situate, &c. with all Houses, &c. To be had and holden unto the said H. W. the elder, his Heirs and Assigns, for and during the natural Lives of the said H. W. the elder, H. W. the younger, and J. his then Wife, and for and during the natural Life of the longest Liver of them; At or under the yearly Rent of, &c. payable Half-yearly, as in and by the said recited Indenture may appear. And whereas in and by certain Indentures of Lease and Release, bearing Date, &c. the Release being Tripartite, and made between the said H. W. the elder, of the first Part; the said T. E. H. H. and T. W. of the second Part: and the said H. W. the younger, and J. his then Wife, of the third Part; reciting therein in Effect as is herein before recited; and reciting also, That there had been a Marriage then lately solemnized between the said H. W. the younger, and J. his then Wife: He the said H. W. the elder, for and in Consideration of the said Marriage, and in Pursuance and full Performance of certain Articles Tripartite of Agreement made on the Contract of the said Marriage, bearing Date, &c. then last past, and made between, &c. And in Consideration also of the Sum of 5*s.* to him the said H. W. the elder in Hand paid by the said T. E. H. H. &c. he the said H. W. the elder, Did grant, bargain and sell, alien, release and confirm unto the said T. E. H. H. &c. their Heirs and Assigns, All and singular the said Capital Messuage or Tenement, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Waters, Commons, Tythes, and all and singular other the Hereditaments and Premises demised by the said recited Indenture of*

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Lease,

Lease, and every Part and Parcel thereof, with the Appurtenances; and the Rents, Reversions, Remainders and Services thereof, and all his Estate and Interest therein unto the said T.E. H.H. &c. their Heirs and Assigns, for and during the natural Lives of the said H. W. the elder, H. W. the younger, and J. his then Wife, and for and during the natural Life of the longest Liver of them, *To*, for and upon the several Uses, Intents, Trusts and Purposes therein after limited and declared, and herein after mentioned; (that is to say) *As for* and concerning all that Part, &c. and Premises, with the Appurtenances, as were in the Possession of, &c. as Tenant to the said H. W. the elder, following, (that is to say) All that Ground called, &c. and also, &c. *In Trust* for the said H. W. the younger, for and during the Term of his natural Life; And from and after his Decease, *then* to the Intent and Purpose that the said J. Wife of the said H. W. the younger, and her Assigns, should and might have, receive and take out of all and singular the said Premises last above-mentioned, and to be in the Possession of the said, &c. one Annuity or yearly Rent-charge of 50 l. of, &c. for and during the Term of her natural Life, payable as therein is expressed. *And as for* and concerning all that, &c. *In Trust* for such Child or Children of the Body of the said H. W. the younger, on the Body of the said J. his Wife lawfully to be begotten, and in such Manner and Form as he the said H. W. the younger, by any Writing or Writings under his Hand and Seal, or by his last Will and Testament in Writing under his Hand and Seal attested by two or more competent Witnesses, should direct and appoint:



point: And in Default of such Direction and Appointment, *then* by all and every of the Child or Children of the Body of the said H. W. the younger, on the Body of the said J. his said Wife lawfully to be begotten, Share and Share alike: And for Default of such Issue, *then* by the Heirs and Assigns of the said H. W. the younger. *And as for and concerning all that, &c. In Trust* for the said H. W. the elder, for and during his natural Life; and after his Decease, for M. his Wife during her natural Life; and after their Deceases, In Trust for, &c. In which said recited Indenture there was a Proviso contained, whereby it was agreed and declared by and between all the Parties thereto, That if any or either of them the said H. W. the elder, H. W. the younger, and J. his Wife, should happen to die; and the said H. W. the elder during his Life, or the said H. W. the younger or his Heirs, after the Death of the said H. W. the elder, should be minded, purposed or determined to purchase and add any other Life or Lives of and in the said Premises above-mentioned, with the Appurtenances, in the Room and Stead of the Person or Persons so dying, and should give sufficient Security to the said T. E. H. H. &c. and the Survivor of them, and the Heirs of the same Survivor; That he or they would, within one Month next after such Security given, surrender the said recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the said Premises, and within the same Month, at his and their own Costs and Charges, renew and purchase a new Lease of all the Premises from the Lord or Lords of the Fee or Fees thereof, for three such Lives as the

said H. W. the elder, and H. W. the younger, or the Heirs or Assigns of the said H. W. the younger, should nominate, whereof the Life of the said J. the Wife of the said H. W. the younger (if then living) was to be one; and also within one Month to settle and assure the same upon the like Trusts, and to the like Ends, Intents and Purposes, as the same were settled by the said last recited Indenture; *That* then and immediately on giving such Security, it should and might be lawful to and for the said T. E. H. H. &c. their Heirs and Assigns, to surrender up the same Indenture, whereby to enable the said H. W. the elder, and H. W. the younger, and the Heirs and Assigns of the said H. W. the younger, to purchase and take such new Lease as aforesaid; as in and by the said last recited Indenture may more fully appear. *And whereas* the said H. W. the younger, afterwards died intestate, leaving Issue only two Daughters, (to wit) J. and S. W. and without making any Direction and Appointment in Writing of the said Premises to either of his said Children, pursuant to the Power to him reserved in and by the said recited Indenture. *And whereas* the said H. W. the elder, being minded to add a new Life in the Room of the said H. W. the younger, and having given Security for doing thereof, and also that he would convey and settle such new Lease upon the like Trusts, and for the like Ends, Intents and Purposes, as the same are settled by the said last Indenture; They the said T. E. H. H. &c. in Pursuance and part of Performance of the Trust in them reposed as aforesaid, *Did* in and by one Indenture bearing Date, &c. at the Request, and by the Direction and Appointment of the said  
H. W.

H. W. the elder, and J. W. surrender and yield up all and singular the said Capital Messuage, &c. and Premises above recited, and every Part and Parcel thereof, with the Appurtenances; and all their Estate and Interest therein unto the said R. E. and his Successors, as thereby may appear. [*Here recite, That J. W. Wife of H. W. the younger, is dead; and another Lease for the Lives of H. W. the elder, and J. W. and S. W. his Grandchildren: And that H. W. the elder, in Pursuance of the Covenant, did settle and assure the Premises to the Uses in the Marriage-Settlement contained, with like Power for Surrender and Renewal of the last Lease on the Death of either of the Lives therein named.*] *And whereas* the said J. W. is since dead, and the said H. W. the elder being minded to renew and add the Life of T. W. the younger, Son of the said T. W. Party to these Presents in his Stead; and having given Security to the said T. E. H. H. and T. W. the elder, for doing thereof, they have surrendred the said Lease accordingly; And thereupon, the said H. W. hath contracted with the said R. E. for renewing the said Lease, and adding the Life of the said T. W. the younger in the Room and Stead of the said J. W. *And in Pursuance of such Contract, he the said R. E. in and by one Indenture bearing Date, &c. of this Instant, &c. in Consideration of the Surrender of the said former Lease, and of a competent Sum of lawful British Money to him paid by the said H. W. the elder, Hath demised and granted to the said H. W. the said Capital Messuage, Lands, Hereditaments and Premises, To hold to him, his Heirs and Assigns, during the natural Lives of the said H. W. the elder, S. W.*  
and

and T. W. the younger, and of the longest Liver of them, by and under the yearly Rent of, &c. as in and by the said last recited Indenture may more fully appear. *Now this Indenture Witnesseth,* That the said H. W. the elder, in Pursuance of the Agreement made on the Surrender of the said last Indenture of Lease, and in Discharge of the Security by him given to the said T. E. H. H. &c. as aforesaid; and to the End and Intent that the said Premises may be settled and assured, and be, remain and continue upon the same Uses, Trusts, Ends, Intents and Purposes, as are mentioned in the said recited Indenture of Release; and in Consideration of the Sum of 5*s.* of, &c. to him the said H. W. the elder in Hand paid by the said T. E. H. H. &c. the Receipt whereof the said H. W. doth hereby confess and acknowledge: He the said H. W. the elder *Haib* granted, bargained and sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said T. E. H. H. and T. W. the elder, (in their actual Possession of the said Premises now being, by Virtue of a Bargain and Sale, &c.) and to their Heirs and Assigns, *All* and singular the said Capital Messuage and Tenement, Houses, Edifices, Buildings, Gardens, Orchards, Dove-houses, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Waters, Commons, Tythes, and all and singular other the Hereditaments and Premises demised by the said last recited Indenture of Lease, and every Part and Parcel thereof, with the Appurtenances; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof; And also all the Estate, Right, Title, Interest, Claim



Claim and Demand whatsoever, as well in Equity as in Law of him the said H. W. the elder, of, in and to the same Premises, and of, in and to every Part and Parcel thereof. *To have and to hold* all and singular the said Capital Messuage or Tenement, Lands, Tenements, Meadows, Pastures, Hereditaments and Premises above-mentioned, with the Appurtenances, unto the said T. E. H. H. and T. W. the elder, their Heirs and Assigns, for and during the natural Lives of the said H. W. the elder, S. W. and T. W. the younger, and for and during the natural Life of the longest Liver of them, To, for and upon the several Uses, Intents, Trusts and Purposes herein after mentioned, limited, expressed and declared; (that is to say) As for and concerning all that Part of the said Capital Messuage, &c. in the Possession of &c. as Tenant thereof, and herein after particularly mentioned; (that is to say) &c. *In Trust* for the said S. W. Daughter of the said H. W. the younger, begotten on the Body of the said J. his Wife, and of her Heirs and Assigns, during the Lives of the said H. W. the elder, S. W. and T. W. the younger, and the longest Liver of them. *And as* for and concerning all the rest and Residue of the said Capital Messuage or Tenement, Houses, Edifices, Buildings, Gardens, Orchards, Dove-houses, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Waters, Commons, Tythes and Premises above recited, with the Appurtenances, whereof no Use is herein before declared, *In Trust* for the said H. W. the elder, and his Assigns, for and during his natural Life, and after his Decease, *In Trust* for M. Wife of the said H. W. the elder, and her Assigns, for and during her natural

natural Life, if the said S. W. and T. W. the younger, or either of them, live so long: And from and after the Deceases of the said H. W. the elder, and M. his Wife, *In Trust* for the said S. W. her Heirs and Assigns, for and during the Lives of her the said S. W. and of the said T. W. the younger, and the longest Liver of them; and to, for or upon none other Use, Intent or Purpose whatsoever. *Provided* always, and it is hereby agreed and declared by and between all the Parties to these Presents, That if both or either of them the said S. W. and T. W. the younger, shall happen to die in the Life-time of the said H. W. the elder; and the said H. W. the elder, during his Life, shall be minded, purposed or determined to purchase and add any other Life or Lives of and in the said Premises above-mentioned, with the Appurtenances, in the Room or Stead of the Person or Persons so dying, and do and shall give such sufficient Security to the said T. E. H. H. and T. W. the elder, and the Survivor of them, and the Heirs of the same Survivor; that he will within one Month next after such Security given, at the Costs of, &c. and after the said T. E. H. H. &c. or the Survivor or Survivors of them surrendering the last recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the said Premises, renew and purchase a new Lease of all the said Premises from the Lord or Lords of the Fee or Fees thereof, for three such Lives as the said H. W. the elder shall nominate, of which Lives the said, &c. shall be one; and also within one Month to settle and assure the same upon the like Trusts, and to the like Ends, Intents and Purposes, as the same are settled by these Presents,

Presents, or as near the same as may be: That then and immediately on giving such Security, It shall and may be lawful to and for the said T. E. H. H. and T. W. the elder, their Heirs and Assigns, and the Heirs of the Survivor of them, and they do agree to surrender up the said last recited Indenture of Lease, whereby to enable the said H. W. the elder to purchase and take such new Lease as aforesaid; and that then and immediately on giving such Security as aforesaid, these Presents and every Clause, Matter and Thing herein contained, shall cease, determine and be utterly void; any Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also*, That if the said H. W. the elder shall happen to die in the Lives-time of the said S. W. and T. W. the younger, then it is agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said T. E. H. H. &c. their Heirs and Assigns, and they do agree to surrender up the last recited Indenture of Lease, and to take a new Lease of all the said Premises from the Lord or Lords thereof, that shall have Power to grant such new Lease for the Lives of the said S. W. and T. W. the younger; the said S. W. or any other Friend for her, paying the Purchase-Money and Charge of such new Lease, which new Lease so taken, shall be taken in the Name of such Person or Persons as the said T. E. H. H. &c. G. W. Son of the said H. W. the elder, and T. H. of, &c. their Heirs or Assigns, shall think fit, and for such Life as they shall nominate; and shall be settled to the same Uses, and to and upon the like Trusts, Ends, Intents and Purposes, as the same Premises are settled by these Presents,  
or

or as near thereto as the same may or can be. *Provided further*, That if the said H. W. the elder shall happen to die in the Life-time of the said S. W. the being under the Age of 21 Years, That then the said T. E. H. H. &c. their Heirs or Assigns, shall surrender the said last recited Indenture of Lease, and take a new Lease of all the said Premisses from the then Lord or Lords thereof, that shall then have Power to grant the same for the Lives of the said S. W. and T. W. the younger, or such of them as shall be then living, and such Life or Lives as to them the said T. E. H. H. &c. G. W. and T. H. their Heirs or Assigns, shall seem meet: Which said new Lease shall be taken in the Name of such Person or Persons as they the said T. E. H. H. G. W. and T. H. or the Survivors or Survivor of them or the Heirs of such Survivor shall think fit; and shall be settled to the same Uses, and to and upon the like Trusts, Ends, Intents and Purposes, as the said Premisses are settled by these Presents, or as near thereto as the same may or can be; only that the said Premisses may be charged or chargeable with the Purchase-Money and Charges in procuring such new Lease, and may by the said T. E. H. H. and T. W. the elder, their Heirs and Assigns, be mortgaged for the said Purchase-Money and Charges, and the Profits of the Premisses, or such Part thereof as they the said T. E. H. H. &c. their Heirs or Assigns, shall think fit, shall and may be applied towards the Payment of such Purchase-Money and Charges; any Thing herein before contained to the contrary thereof in any wise notwithstanding. *And* the said H. W. the elder, for himself, his Heirs and Assigns, doth covenant and grant to and with the said



said T. E. H. H. and T. W. their Heirs and Assigns, That all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, shall and may from Time to Time, and at all Times hereafter, be, remain and continue to, for and upon the several Uses, Ends, Intents and Purposes herein before mentioned, expressed and declared, according to the true Intent and Meaning of these Presents. *In Witness, &c.*

*A Marriage-Settlement of Copyhold Lands of Inheritance made before Marriage, by Way of Demise for 99 Years, upon Trust, for the Husband for Life; and after his Decease to the Wife for her Life; Remainder of the Term to their eldest Son, Remainder to the eldest Daughter; and in Defect of Issue, to the Wife's Executors; with Covenant to surrender the Reversion of the said Lands in the Court of the Manor, according to the Custom, To the Use of the first and other Sons; and in Default of Sons, to the first and other Daughters; and for Want of Issue, to the Heirs of the Wife: Proviso, That if the Marriage be not solemnized in six Months, the Settlement to be void, &c.*

**T**HIS Indenture Quadrupartite made, &c. Between J. B. of, &c. I. B. the elder his Wife, and I. B. the younger, Spinster, only Child of the said J. B. by the said I. his Wife of the first Part; R. B. of, &c. and T. C. of, &c. of the second Part; R. G. of, &c. and J. G. Gent. Son and Heir apparent of the said R. G. of the third Part; and R. D. of, &c. of the fourth Part. *Whereas a Marriage is intended (by the Permission of GOD) shortly to be had*  
and

and solemnized between the said J. G. and the said I. B. the younger; whereupon (in Case the said Marriage takes Effect) the said R. G. and J. G. have agreed and are to settle a considerable Jointure upon the said I. B. the younger, and Lands of a considerable Value on the Issue on the said Marriage: *Now this Indenture witnesseth*, That in Consideration of the said Marriage and Premises; and for the settling and assuring of the Closes, Lands and Hereditaments, with the Appurtenances hereinafter mentioned, upon and under the Trusts, and to the several Uses, Intents and Purposes hereafter in these Presents limited and declared; and also in Consideration of the several Sums of 5 s. a-piece of, &c. to the said R. B. and T. C. severally in Hand paid by the said R. D. the Receipts whereof are hereby acknowledged, *They* the said R. B. and T. C. at the Instance and Request, and by the special Direction and Appointment of the said J. B. I. his said Wife, and the said I. B. the younger, testified by their being made Parties to and signing and sealing of these Presents; and also the said I. B. I. his said Wife, and the said I. B. the younger, *Have* and every and each of them hath demised, granted, and to Farm letten, and by these Presents, they the said R. B. T. C. I. B. I. his Wife, and I. B. the younger, do and every and each of them doth demise, grant and to Farm let unto the said R. D. his Executors, Administrators and Assigns, *All* that Close or Parcel of Land, situate, lying and being in, &c. And also all those Closes, called, &c. All which said several Closes and Parcels of Meadow and Pasture Land, are Parcel or reputed Parcel of the Copyhold Lands  
of

of the Manor of, &c. and now or late were in the Tenure of, &c. and also all Ways, &c. *To have and to hold* the said Closes, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said R. D. his Executors, Administrators and Assigns, from the Day before the Date of these Presents, for and during and unto the full End and Term of 99 Years from thence next ensuing, and fully to be compleat and ended; *Yielding* and paying therefore yearly and every Year, during the said Term, the Rent or Sum of one Penny on the Feast Day of St. *Michael* the Archangel (if demanded); and also paying and performing, during the said Term, all other Rents, Duties and Services whatsoever, issuing and payable out of or for the said Premises, or any Part thereof, *Upon* and under the Trusts, Provisoes and Agreements herein after mentioned; (that is to say) *upon* Trust that he the said R. D. his Executors, Administrators and Assigns, shall permit and suffer the said J. G. and his Assigns, to receive and take to his and their own Use all the Rents, Issues and Profits of the said Closes, Lands and Premises hereby demised for so many Years of the said Term of 99 Years, as shall run out and expire in and during the Life-time of him the said J. G. *And* upon this further Trust, that the said R. D. his Executors, Administrators and Assigns, shall immediately from and after the Death of the said J. G. permit and suffer the said I. B. the younger, and her Assigns, to receive and take to her and their own Use, *All* the Rents, Issues and Profits of the said hereby demised Premises,

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misses, for so many Years of the then Residue of the said Term of 99 Years as shall run out and expire in and during the Life-time of her the said I. B. the younger : *And* from and after the several Deceases of the said J. G. and I. B. the younger, *Then* the said R. D. his Executors, Administrators and Assigns, shall permit and suffer the eldest Son of the Body of the said J. G. on the Body of the said I. B. the younger, lawfully to be begotten, which shall be living at the Time of the Decease of the Survivor of them the said J. G. and I. B. the younger (in Case such eldest Son shall be then of the Age of 21 Years, or shall afterwards live to attain that Age) and the Executors, Administrators and Assigns of such eldest Son, to receive and take to his and their own Use, *All* the Rents, Issues and Profits of the said hereby demised Closes and Premises for and during all the Residue and Remainder of the said Estate and Term hereby demised and granted or mentioned to be demised, which shall be to come and unexpired at the Time of the Death of the Survivor of them the said J. G. and I. B. the younger. *And upon* this further Trust, That in Case at the Time of the Death of the Survivor of them the said J. G. and I. B. the younger, there shall not be any Son of his Body, on her Body lawfully begotten, that shall be of the Age of 21 Years, or shall afterwards live to attain that Age ; *then* the said R. D. his Executors, Administrators and Assigns, shall permit and suffer the eldest Daughter of the Body of the said J. G. on the Body of the said I. B. the younger lawfully to be begotten, which shall be living at the Time of the Death of the Survivor of them the said J. G. and I. B. the



the younger, (in Case such eldest Daughter shall be then of the Age of 21 Years, or shall afterwards live to attain that Age) and the Executors, Administrators and Assigns, of such eldest Daughter, to receive and take to her and their own Use all the Rents, Issues and Profits of the said hereby demised Closes and Premises, for and during all the Residue and Remainder of the said Estate and Term hereby demised and granted, or mentioned to be demised or granted, which shall be to come and unexpired at the Time of the Death of the Survivor of them the said J. G. and I. B. the younger. *And upon* this further Trust, That in Case at the Time of the Death of the Survivor of them the said J. G. and I. B. the younger, there shall not be any Son or Daughter of his Body on her Body lawfully begotten, that shall be of the Age of 21 Years, or shall afterwards live to attain that Age; then the said R. D. his Executors, Administrators and Assigns, shall permit and suffer the Executors, Administrators and Assigns of the said I. B. the younger, to receive and take the Rents, Issues and Profits of the said hereby demised Closes and Premises for and during all the Residue and Remainder of the said Estate and Term hereby demised, as shall be then to come and unexpired. *And* the said J. B. for himself, his Heirs, Executors and Administrators, and for the said I. his Wife doth covenant and grant to and with the said R. D. his Executors, Administrators and Assigns, by these Presents in Manner and Form following; (that is to say) That the said R. B. T. C. J. B. I. his Wife, and I. B. the younger, or some or one them, have or hath good Right, full Power, and lawful Authority to demise and grant, and to Farm let

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the said Closes, Lands and Premisses with the Appurtenances hereby mentioned to be granted unto the said R. D. his Executors, Administrators and Assigns, to the Uses, Intents and Purposes, and under and subject to the Trusts, Provisoos, Limitations and Agreements herein mentioned, and declared of and concerning the same: *And* that the said Closes, Lands and Premisses, with the Appurtenances before hereby demised or mentioned to be demised, shall from Time to Time, and at all Times hereafter, during the Continuance of the Estate and Term hereby granted, remain, continue and be unto the said R. D. his Executors, Administrators and Assigns, to the Uses, Intents and Purposes, and under and subject to the Trusts and Provisoos herein mentioned and declared concerning the same; *Free* and clear of and from all former Leases, Grants, Demises, Titles, Charges and Incumbrances whatsoever, had, made, committed or done by the said R. B. T. C. one M. P. deceased, and the said J. B. I. his Wife, and I. B. the younger, or any or either of them, or by their, any or either of their Act, Means, Privity, Consent or Procurement. *And also*, That the said R. B. T. C. J. B. I. his Wife, and I. B. the younger, and all and every other Person and Persons claiming or to claim any Estate in the Premises, or any Part thereof, by, from or under them, any or either of them, or by, from or under the said M. P. shall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next ensuing the Date of these Presents, upon the reasonable Request of the said R. D. his Executors, Administrators and Assigns, and at the proper Costs and

Charges in the Law of the said J. B. his Executors, Administrators and Assigns, make, do and execute, or cause and procure to be made, done and executed, *All* and every such further and other lawfull and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyances and Assurances in the Law whatsoever, for the further and better settling, conveying and assuring of the said Closes, Lands and Premises above-mentioned unto the said R. D. his Executors, Administrators and Assigns, To the Uses, Intents and Purposes, and under and subject to the Trusts and Provisoos herein declared concerning the same, for and during all the then Residue of the said Term and Estate hereby demised and granted, as by the said R. D. his Executors, Administrators and Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised or advised and required. *And further*, That he the said J. B. his Heirs and Assigns, and all other Persons claiming or to claim any Estate or Interest in the said Premises above-mentioned, or any Part thereof, by, from or under or in Trust for him or them, or any of them, shall and will at any Time hereafter, upon the reasonable Request of the said R. D. his Heirs, Executors or Administrators, and at the proper Costs and Charges in the Law of the said J. B. his Heirs or Assigns, surrender in due Form of Law, and according to the Custom of the Manor of, &c. aforesaid, the Inheritance of the said hereby demised Closes, Lands and Premises, with the Appurtenances, and the Reversion thereof expectant on the Determination of the said Estate and Term hereby demised to and for the several Uses, Intents and Purposes

ses hereafter in these Presents mentioned and expressed, (or as near the same as the Custom of the Manor of, &c. aforesaid will admit) and to and for no other Use, Intent or Purpose whatsoever; (that is to say) To the Use and Behoof of the first Son of the Body of the said J. G. on the Body of the said I. B. the younger lawfully to be begotten, and of the Heirs of the Body of such first Son lawfully issuing: ~~And for Default of such Issue, To the Use and Behoof of the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th, and all and every other Son and Sons of the Body of the said J. G. on the Body of the said I. B. the younger lawfully to be begotten, severally and successively one after another in Order and Course, as they shall be in Seniority of Age and Priority of Birth, and of the several Heirs of the several and respective Bodies of such Son and Sons respectively and successively issuing, the elder of such Sons and the Heirs of his Body always to be preferred before the younger of such Sons, and the Heirs of their Bodies issuing respectively; and for and in Default of such Issue, then to the Use and Behoof of the first Daughter of the Body of the said J. G. on the Body of the I. B. the younger lawfully to be begotten, and of the Heirs of the Body of such first Daughter lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the 1d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th, and all and every other Daughter and Daughters of the Body of the said J. G. on the Body on the Body of the said I. B. the younger lawfully to be begotten, severally and successively one after another, in Order and Course as they shall be in Seniority of Age and Priority of Birth;~~



Birth; and of the several Heirs of the several and respective Bodies of such Daughter and Daughters respectively and successively issuing, the elder of such Daughter, and the Heirs of her Body being to be preferred and to take Place before the younger of such Daughters and the Heirs of their Bodies issuing respectively; And for and in Default of such Issue, *then* to the Use and Behoof of the Heirs of the Body of the said I. B. the younger lawfully to be begotten; and for Want of such Issue, *then* to the Use and Behoof of the right Heirs of the said I. B. the younger for ever, according to Custom of the Manor of, &c. *And* the said R. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. D. his Executors, Administrators and Assigns, that he the said R. B. hath not made, done or committed, or caused or procured to be made, done or committed any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Closes, Lands and Premises hereby demised, or any of them, or any Part or Parcel thereof, is, are, shall or may be any Ways impeached, charged or incumbred in Title, Estate or otherwise howsoever. *And* the said T. C. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. D. his Executors, Administrators and Assigns, That he the said T. C. hath not made, done or committed, or caused or procured to be made, done or committed, any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Closes, Lands and Premises hereby demised, or any of them, or any Part or Parcel thereof, is, are, shall or may

may be any Ways impeached or incumbered in Title, Estate, Charge, or otherwise howsoever. *Provided* always, and it is concluded and agreed by and between all the said Parties to these Presents, That if the said intended Marriage shall not be solemnized, and doth not take Effect within six Months next after the Date hereof; That then these Presents, and the several Estates and Uses herein before limited, mentioned and declared of and in the said Closes, Lands and Premisses above-mentioned respectively, and every Clause, Article and Agreement herein contained, shall cease, determine, and be void and of no Effect, to all Intents, Constructions and Purposes, any Thing herein before contained to the contrary notwithstanding. *In Witness, &c.*

*A Marriage-Settlement or Grant of several Lands, made by the Husband to Trustees for 500 Years, Upon Trust to raise and pay Money to the Wife and Children, after the Death of the Husband, &c.*

**T**HIS Indenture Tripartite made, &c. Between J. B. of, &c. of the first Part; B. B. Spinster, Daughter of, &c. of the second Part; and W. B. of, &c. and R. D. of, &c. of the third Part. *Whereas* a Marriage is intended (by the Grace of God) shortly to be had and solemnized between the said J. B. and the said B. B. by Means whereof he the said J. B. will be intitled to have and receive the Value of 500 l. of, &c. as and for her Marriage-Portion. *Now this Indenture witnesseth*, That for and in Consideration of the said Marriage and Marriage-Portion, and for and towards the making, settling

ting and assuring of a Maintenance and Provision to and for the said B. B. out of the Estate of the said J. B. in Case the said Marriage shall take Effect, and the said B. B. shall survive and outlive the said J. B. he the said J. B. *Hath* demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said W. B. and R. D. *All* those six Closes or Parcels of Arable Land, Meadow and Pasture, &c. with the Appurtenances, heretofore in the Tenure or Occupation of, &c. his Assignee or Assigns; and since that in the Possession of, &c. and now in the Tenure of, &c. *All* which Premises are situate, lying and being in, &c. and all Hedges, Ditches, Mounds, Fences, Trees, Woods, Underwoods, Ways, Paths, Passages, Commons, Easements, Waters, Water-courses, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the said Closes and Premises, or any Part of them belonging or in any wise appertaining, or therewithal now, or at any Time heretofore used, occupied or enjoyed, reputed or taken as Part, Parcel or Member thereof; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, which he the said J. B. now hath, or which any other Person or Persons whatsoever in Trust for him have or hath of, in and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* the said Closes or Parcels of Arable, Meadow and Pasture Ground, and all and singular the before demised Premises, with their and every of their Appurtenances unto the said W. B. and R. D. their Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during and unto the full End and Term of

500 Years from thence next ensuing, and fully to be compleat and ended; *Yielding* and paying therefore yearly, during the said Term, unto the said J. B. his Heirs and Assigns, the yearly Rent of one Pepper-Corn, at the Feast of St. *Michael* the Archangel (if the same be lawfully demanded): Upon the Trusts, and to the Uses, Intents and Purposes herein after mentioned and declared; (that is to say) upon Trust and to the Intent and Purpose, that in Case the said B. B. shall happen to survive the said J. B. they the said W. B. and R. D. or the Survivors of them, shall and may (as soon as with Conveniency they can) after the Decease of the said J. B. by and out of the Rents, Issues and Profits of the said Clofes, Lands and Premisses hereby to them granted as aforesaid, by Lease or Leases, or by Mortgage or Sale of the whole Term hereby granted, or of any Part thereof, or by all or any the Ways or Means aforesaid, or by any other Ways or Means that they in their Discretion shall think fit, raise and pay unto the said B. B. the full Sum of 500 *l.* of, &c. To and for the sole and only proper Use and Benefit of her the said B. B. And in Case of the Death of the said B. B. (the said J. B. her intended Husband surviving) then upon Trust, and to the Intent and Purpose that they the said W. B. and R. D. or the Survivor of them, and Executors, Administrators and Assigns of such Survivor, do and shall in Manner as aforesaid, raise and pay the Sum of 500 *l.* To and for the Use and Benefit of such Child or Children of him the said J. B. on the Body of the said B. B. to be begotten, which shall live to attain the Age of 21 Years, equally to be divided between them Share and Share



Share alike, and to, for or upon none other Trust, Intent or Purpose whatsoever. *And* the said J. B. doth, for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said W. B. and R. D. their Executors, Administrators and Assigns, that for and notwithstanding any Act, Matter or Thing had, made, committed, done or suffered, or to be had, &c. by him the said I. B. to the contrary (except as is herein after excepted) it shall and may be lawful to and for the said W. B. and R. D. their Executors, Administrators and Assigns, from Time to Time and at all Times hereafter, during the said Term hereby granted, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy all and singular the said Closes, Lands and Premises hereby demised, and every Part and Parcel thereof, with the Appurtenances, without the Let, Suit, Trouble, Interruption, Hindrance or Denial of him the said J. B. his Heirs, Executors or Administrators, or any other Person or Persons whatsoever lawfully claiming or to claim by, from or under him, them, or any or either of them. *And* that free and clear of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Uses, Entails, Fines, Forfeitures, Statutes, Judgments, Mortgages, Extents, Executions, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, &c. by him the said J. B. or any other Person or Persons whatsoever, (except one Indenture, &c.) *And also*, That he the said J. B. and all and every other Person or Persons, claiming or to claim from, by or under, or in Trust for him, shall and will at all Times hereafter, upon the Request

Request of the said W. B. and R. D. and of the Survivor of them, and of the Executors, Administrators or Assigns of the Survivor of them, and at the Costs and Charges in the Law of the said J. B. make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further and more secure granting and assuring the said Premises hereby demised, and every Part and Parcel thereof, To the Uses, Intents and Purposes herein before mentioned, expressed and declared, according to the Purport, true Intent and Meaning of these Presents, as by the said W. B. and R. D. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, or by their or any of their Counsel Learned in the Law shall be in that Behalf lawfully and reasonably devised or advised and required. *In Witness, &c.*

*An Assignment of a Term of 61 Years, of Ground whereon Houses stood, &c. and of a Mortgage in Fee of a Capital Messuage, Mill, Tan-yard, &c. in one Deed; made by the Mortgagee's Executrix and Devisee, to Trustees on her Marriage, To such Uses, Intents and Purposes, as shall be declared in and by Marriage-Articles; with special Recitals, &c.*

**T**HIS Indenture Tripartite made, &c. Between T. C. of, &c. Spinster, of the first Part; R. C. of, &c. Gent. of the second Part; and Sir J. R. of, &c. Bart. R. W. of, &c. and E. B. of, &c. Gent. of the third Part. *Whereas*  
R. P.

R. P. Citizen and Innholder of *London*, by his Indenture under his Hand and Seal, bearing Date, &c. for the Considerations therein mentioned, *Did* demise, grant and to Farm let unto A. C. Citizen and, &c. *All* those several Tofts, Pieces or Parcels of Ground or Soil, which the said R. P. then held from the Worshipful Company of *Fishmongers, London*, situate, lying and being in, &c. whereupon formerly stood and were erected three several Messuages or Tenements, with their Appurtenances, (which were burnt down and consumed by the late dreadful Fire which happened in *London*) together with all Ways, Passages, Lights, Easements, Waters, Water-courses, Profits, Commodities, Hereditaments and Appurtenances whatsoever, which formerly did belong to, and were used, occupied or enjoyed as Part or Parcel of the said Messuages or Tenements before-mentioned to be burnt down and consumed, or to any of them, or which then did of Right, or then after should belong or appertain to the said several Pieces or Parcels of Ground thereby demised, or any of them, or the Messuages or Tenements thereupon to be erected and built, or on any of them, or any Part or Parcel thereof, *To hold* the same unto the said A. C. his Executors, Administrators and Assigns, from the Feast-day of, &c. then last past, before the Date of the said recited Indenture of Lease, unto the full End and Term of 61 Years: *Yielding* and paying the Rent of one Pepper-Corn for the first Year of the said Term; and the yearly Rent of 10*l.* for the Residue of the said Term; and also yielding and paying during all the said Term, six Pounds Weight of good white refin'd Sugar,  
or

or 5 s. in lieu thereof, payable as therein is mentioned; as in and by the said Indenture of Lease, Relation being thereunto had, more at large it doth and may appear. *And whereas* the said A.C. did erect and build three new Messuages or Tenements upon the said several Tofts, Pieces or Parcels of Ground or Soil; which three Messuages were then in the Tenures or Occupations of, &c. *And whereas* the Estate, Right, Title, Interest and Term of Years of him the said A.C. of, in and to the said recited Lease, and all and singular the said Messuages, Tenements and Premises, for and during all the rest and Residue then to come and unexpired of the said Term of 61 Years, afterwards, by Virtue of divers mesne Assignments, Ways and Means in the Law, came unto and vested in M.R. and W.R. of, &c. who assigned the same to one M.L. Widow, defeasible on Payment of 300 l. and Interest on certain Days now long since past. *And whereas* the said M.R. and W.R. in and by one Indenture of Release bearing Date, &c. made or mentioned to be made between the said M.R. and W.R. of the one Part, and J.H. and J.D. of the other Part; for the Consideration of the said Indenture mentioned, *Did* grant, bargain, sell, alien, release and confirm unto the said J.H. and J.D. (in their actual Possession then being, by Virtue of a Bargain and Sale, &c.) and to their Heirs, *All* that Capital Messuage or Tenement, with the Rooms, Buildings and Appurtenances thereunto belonging, situate, lying and being in a certain Street called, &c. in the Parish of, &c. then late in the Tenure or Occupation of, &c. or some or one of them, and then in the Tenure



nure of the said W. R. his Under-Tenants or Assigns; And also all that Tan-yard, Mill-house and Mill, situate and being in, &c. aforesaid, and near adjoining to the said Capital Messuage or Tenement, with the Out-houses, Tan-fats, Mill-stones and Appurtenances thereunto belonging, then or late in the Tenure or Occupation of, &c. his Under-Tenants or Assigns; And also all and singular the Messuages, Tenements, Houses and Hereditaments whatsoever in, &c. aforesaid, which was or were at any Time heretofore bought or purchased by J. R. of, &c. aforesaid, Tanner, deceased, late Brother of the said W. R. of or from H. W. Gent'; And also all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Yards, Backsides, Ways, Passages, Lights, Easements, Commons, Commodities, Profits, Emoluments, Hereditaments and Appurtenances whatsoever unto the said Capital Messuage or Tenement, Tan-yard, Mill-house, Mill, and other the before mentioned Premises belonging, or in any wise appertaining, or with the same or any of them, demised, let, set, used, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part thereof; And the Reversion and Reversions, Remainder and Remainders, Rents and other Profits, of all and singular the said Premises, and of every Part and Parcel thereof; And also all the Estate, Right, Title, Interest, Inheritance, Claim and Demand whatsoever of them the said M. R. and W. R. and either of them, of, into, and out of all and singular the said Premises, and of, into, and out of any Part or Parcel thereof: *To have and to hold* the said Messuage or Tenements,

ments, Tan-yard, Mill-house, Mill, and other the Premisses last mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said J. H. and J. D. their Heirs and Assigns, To the only proper Use and Behoof of them the said J. H. and J. D. their Heirs and Assigns for ever; subject nevertheless to Redemption upon Payment of the Sum of 257 *l.* 10 *s.* *And whereas* by Indorsement on the Backside of the said Indenture of Release mentioned, bearing Date, &c. the said W. R. in Consideration of the further Sum of 50 *l.* of, &c. more to the said W. R. in Hand paid by the said J. H. which in the whole made up the intire Sum of 300 *l.* Principal Money, *Did* thereby release unto the said J. H. and J. D. their Heirs, Executors, Administrators and Assigns, all Covenants and Agreements whatsoever for Redemption of the said Premisses; but the same was defeasible upon Payment of the Sum of 309 *l.* at or upon, &c. then next ensuing, as thereby may appear. *And whereas* in and by certain Indentures of Lease and Release bearing Date, &c. the Release being Tripartite, and made between the M. R. and W. R. of the first Part, the said J. H. and J. D. of the second Part, and the said M. L. of the third Part; reciting that the said Sum of 300 *l.* Principal Money, with Interest for the same, was not paid according to the Proviso, but that the same remained unpaid; and that by Reason thereof, all and singular the Premisses above-mentioned respectively became forfeited unto the said J. H. and J. D. or to one of them; and that they, or one of them, was lawfully interested and possessed of them in all and singular the Premisses

Premises respectively as aforesaid: They the said J. H. and J. D. for and in Consideration of the Sum of 309*l.* of, &c. to him the said J. H. at and by the Direction and Appointment of the said M. R. and W. R. by the said M. L. in Hand paid; and of the Sum of 6*l.* of like, &c. to them the said M. R. and W. R. by the said L. M. in Hand also paid; and of 5*s.* of like Money by her likewise paid to the said J. D. *Did* bargain, sell, alien, release and confirm unto the said M. L. her Executors, Administrators and Assigns, *All* and singular the Messuages, Tenements, Tan-yard, Mill-house, Mill, and all and singular other the Premises last mentioned; and all the Estate, Right, Title, Interest, Inheritance, Claim and Demand whatsoever of the said J. H. and J. D. and either of them, of, in, unto or out of the same Premises, and every or any Part or Parcel thereof; *To hold* the said Messuages or Tenements, Tan-yard, Mill-house, Mill and Premises, with their and every of their Appurtenances unto the said M. L. her Heirs and Assigns, To the only proper Use and Behoof of the said M. L. her Heirs and Assigns for ever: But subject to Redemption upon Payment of the Sum of 324*l.* 9*s.* &c. And the said M. R. and W. R. for the Consideration aforesaid, and for better securing the Payment of the said 324*l.* and 9*s.* *Did* in and by Indenture, &c. grant, ratify and confirm unto the said M. L. her Heirs, Executors and Administrators, as well the said several Pieces and Parcels of Ground, Messuages and Tenements, and all and singular other the Premises in the first recited Indenture mentioned, with the Appurtenances; as also all and singular the Messuages,

Tan-yard, Mill-house, Mill, and all other the Premises in the said last recited Indenture of Release mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances; and all their and every of their Right, Title, Interest, Inheritance, Term of Years, and Time then to come and unexpired, Benefit, Equity or Right of Redemption, Claim and Demand whatsoever, of, in and to the same, and of, in and unto any Part or Parcel thereof; *To hold* all the said several Pieces or Parcels of Ground, Messuages, Tenements and Premises in the said first recited Indenture demised, and every Part and Parcel thereof, with the Appurtenances, unto the said M. L. her Executors, Administrators and Assigns, for and during all the rest and Residue then to come and unexpired of the said Term of 61 Years, in and by the said recited Indenture of Lease granted: *And to hold* all and singular the said Messuages, Tenements, Tan-yard, Mill-house, Mill, and other the Premises, with the Appurtenances, in and by the said recited Indenture of Release granted, bargained, sold and conveyed unto the said M. L. her Heirs and Assigns for ever, To the only proper Use and Behoof of the said M. L. her Heirs and Assigns for ever; which said last recited Indenture was by a proviso or Condition therein contained made defeasible on Payment by the said W. R. his Heirs, Executors, Administrators or Assigns, unto the said M. L. her Executors, Administrators or Assigns, of the said Sum of 324*l.* 9*s.* on a certain Day therein mentioned then to come, and now long since past; as in and by the said last recited Indenture may more fully appear. *And whereas* the



Sum of 320*l.* Parcel of the said 324*l.* 9*s.* remains yet wholly unpaid and unsatisfied, and the said M. L. is dead; but first before her Death made her last Will and Testament in Writing, and thereof constituted and appointed F. L. her sole Child and Heir Executrix, who afterwards married with one T. L. who afterwards died intestate, and the said F. him survived, and is since also dead; but before her Death made her last Will and Testament in Writing, and thereby devised the said Premises above-mentioned, and the Money thereby secured (amongst other Things) to the said T. C. and of her said Will constituted and appointed M. M. sole Executrix, who hath since duly proved the said Will, and consented to the Devise. *Now this Indenture witnesseth,* That for and in Consideration of a Marriage intended (by God's permission) shortly to be had and solemnized between the said T. C. and R. C. And to the End the said Premises above-mentioned to be granted in and by the said several recited Indentures, and the Moneys thereby secured may be, remain and continue, to, for and upon such Trusts, Ends and Purposes, as shall be declared in and by certain Articles of Agreement intended to bear Date the Day next after the Day of the Date of these Presents, and to be made between the same Persons as are Parties hereto; And in Consideration also of the Sum of 5*s.* in Money to the said T. C. in Hand paid by the said Sir J. R. R. W. and E. B. the Receipt whereof she doth hereby acknowledge: She the said T. C. with the Consent and Agreement of the said R. C. testified by his joining herein, and signing and sealing hereof, *Hath* granted, bargained

and fold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir J. R. R. W. and E. B. *All* and singular the said Pieces and Parcels of Ground, Messuages, Tenements and Premisses above-mentioned to be granted in and by the said recited Indenture of Lease, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Claim and Demand whatsoever of her the said T. C. of, in and to the said Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances; together with the said recited Indenture of Lease, and the mesne Assignments thereof: *To have and to hold* the said Pieces and Parcels of Ground, Messuages, Tenements and Premisses above-mentioned to be granted in and by the said recited Indenture of Lease, and every Part and Parcel thereof, with the Appurtenances, unto the said Sir J. R. R. W. and E. B. their Executors, Administrators and Assigns, from henceforth for and during all the rest and Residue of the said Term of 61 Years above recited, which is yet to come and unexpired. *And this Indenture further witnesseth*, That the said T. C. for the Consideration aforesaid, by and with the like Consent of the said R. C. testified as aforesaid, *Hath* granted, bargained, sold, released and confirmed, and by these Presents doth grant, &c. unto the said Sir J. R. R. W. and E. B. (in their actual Possession now being, &c.) and to their Heirs and Assigns for ever, *All* and singular the said Messuages or Tenements, Tan-yard, Mill-houle, Mill, and other the Premisses above-mentioned to be granted in and by the said recited Indentures

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of Release, and every Part and Parcel thereof, with the Appurtenances; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of her the said T. C. of, in and to the same, and of, in and to every Part and Parcel thereof, together with the said several recited Indentures. *To have and to hold* the said Messuage or Tenement, Tan-yard, Mill-house, Mill, and other the Premises last mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said Sir J. R. R. W. and E. B. their Heirs and Assigns, To the only proper Use and Behoof of the said Sir J. R. R. W. and E. B. heir Heirs and Assigns for ever; defeasible on Payment of the said 320*l.* with Interest as aforesaid: *Nevertheless* in Trust and Confidence, and to the Intent and Purpose, that the said Sir J. R. R. W. and E. B. and the Survivors and Survivor of them, and the Heirs of such Survivor, shall and will at all Times from and after the Solemnization of the said intended Marriage, stand seized and possessed of the said Premises above-mentioned, and of the Money thereby secured upon such Trusts, and to and for such Ends, Intents and Purposes as shall be thereof declared in and by the said Articles intended to bear Date the Day next after the Date hereof, and to be made between the same Persons as are Parties hereto. *And* the said T. C. for herself, her Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said Sir J. R. R. W. and E. B. their Heirs and Assigns, That they the said Sir J. R. R. W. and E. B. their Heirs, Executors, Administrators and Assigns, shall and

may from Time to Time, and at all Times after the Solemnization of the said intended Marriage, have, hold and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, upon such Trusts as shall be thereof declared as aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of her the said T. C. her Heirs, Executors, Administrators and Assigns, or of any other Person or Persons whatsoever claiming or to claim by, from or under her. *In Witness, &c.*

*A Settlement of Lands by Lease and Release in Consideration of a Sum of Money, and natural Affection; made as to Part of the Premisses, To the Use of the Relessor, his Heirs and Assigns for ever: And the Remainder of the Premisses, to the Relessee, and his Wife and their Issue; charged with Annuities to the Relessor and his Wife, with Power to distrain; and a Covenant to levy a Fine, &c.*

**T**HIS Indenture made, &c. Between W. P. of, &c. and A. his Wife, of the one Part, and R. B. of, &c. of the other Part. *Witnesseth*, That the said W. P. for and in Consideration of the Sum of, &c. to him in Hand paid by the said R. B. the Receipt whereof he doth hereby confess and acknowledge; and for the Love and Affection which he the said W. P. hath and beareth to and for the said R. B. and M. his Wife, and for the settling and assuring of the Messuages, Tenements, Lands and Premisses herein after mentioned, to and for the several



several Uses, Intents and Purposes herein after limited, expressed and declared; and for divers other good Causes and Considerations him the said W.P. in this Behalf especially moving, *He* hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth fully, freely and absolutely grant, &c. unto the said R. B. (in his actual Possession, &c.) and to his Heirs and Assigns for ever, *All* that Messuage, &c. and also, &c. And the Reversion and Reversions, Remainder and Remainders thereof; and all the Estate, Right, Title, Interest, &c. and also all Deeds, Evidences and Writings, only touching and concerning the said Premisses above-mentioned, or only any Part thereof; together with true Copies of all other Deeds and Writings which do concern the said Premisses, or any Part thereof, jointly with any other Lands, Tenements and Hereditaments, now in the Custody or Possession of the said W.P. or any other Person or Persons to his Use, or by his Delivery, or which he can or may get or come by, without Suit of Law, the same Copies to be made and written at the Request and Charges of the said R. B. his Heirs and Assigns. *To have and to hold* all and singular the said Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said R. B. his Heirs and Assigns, To and for the several Uses, Intents and Purposes herein after limited, expressed and declared; (that is to say) *As* for and concerning the said Tenement called, &c. To and for the only proper Use and Behoof of the said W.P. his Heirs and Assigns for ever, and to and for none other Use, Intent and Purpose whatsoever. *And as*

for and concerning the said Messuage or Tenement called, &c. To the End, Intent and Purpose that the said W. P. and his Assigns, shall and may yearly and every Year from henceforth for and during the Term of his natural Life, receive, have and take out of the said Premisses last mentioned, one Annuity or yearly Rent Charge of 10 *l.* of, &c. payable and to be paid in and upon the Feasts of, &c. And to this further End, Intent and Purpose, that if it shall happen the said Annuity or yearly Rent-Charge of 10 *l.* to be behind and unpaid in Part or in all, by the Space of 21 Days next after any or either of the said Feasts, or Days of Payment thereof, That then and so often it shall and may be lawful to and for the said W. P. and his Assigns, into the said Premisses last mentioned, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until he and they of the same Annuity or yearly Rent-Charge, and of the Arrearages thereof (if any shall happen to be) and of all Costs and Charges that he or they shall expend thereabout, shall be fully satisfied, contented and paid: And from and after the Decease of the said W. P. then to this further End, Intent and Purpose, that the said A. Wife of the said W. P. and her Assigns, shall and may yearly and every Year from thenceforth for and during the Term of her natural Life, receive, have and take out of the said Premisses last mentioned, one Annuity or yearly Rent-Charge of 5 *l.* of, &c. payable and to be paid in and upon the Feast Days above-mentioned, by equal Portions, the first Payment thereof to begin and to be made in and upon

upon such of the said Feasts as shall first and next happen after the Decease of the said W. P. And to this further End, Intent and Purpose, That if it shall happen the said Annuity or yearly Rent Charge of 5*l.* to be behind, &c. (*ut supra.*) And as for and concerning all and singular the said Premisses above-mentioned, with the Appurtenances, charged and chargeable with the said several Annuities, or yearly Rent-Charges, and with Distresses therefore as aforesaid; *To* the Use and Behoof of the said R. B. and his Assigns, for and during the Term of his natural Life; and from and after his Decease, *then* to the Use and Behoof of the said M. Wife of the said R. B. for and during the Term of her natural Life; and from and after the Decease of them the said R. B. and M. B. *then* to the Use and Behoof of the Heirs of the Body of the said R. B. on the Body of the said M. B. begotten and to be begotten, and for Default of such Heirs, *To* the only proper Use and Behoof of the right Heirs of the said R. B. for ever, and to and for none other Use, Intent or Purpose whatsoever. And the said W. P. for himself, his Heirs and Assigns, doth covenant and grant to and with the said R. B. his Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing by him the said W. P. done or committed to the contrary) all and singular the said Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, *shall* from Time to Time and at all Times for ever hereafter be, remain and continue to and for the several Uses, Intents and Purposes herein before limited, expressed and declared, according to the true Intent and Meaning of these Presents.

*And*

*And also*, That they the said W. P. and A. his Wife shall and will before the End of *Trinity* Term next coming, before the King's Majesty's Justices of the Court of *Common-Pleas* at *Westminster*, in due Form of Law, acknowledge and levy to the said R. B. and his Heirs one Fine, *Sur conuzance de droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of all and singular the said Premises above-mentioned, with the Appurtenances, by such Name and Names, Quantities and Qualities, and in such Sort, Manner and Form as by the said R. B. or his Counsel, shall be advised and thought fit. *And further*, That they the said W. P. and A. his Wife, and their Heirs, and all and every Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under them, or either of them, shall and will at any Time and Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said R. B. his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, To and for the several Uses, Intents and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents, as by the said R. B. his Heirs or Assigns, or his  
or



or their Counsel learned in the Law shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby also declared, That the said Fine herein before covenanted to be levied in Manner as aforesaid, and all and every other Fine and Fines, and and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered and executed or acknowledged, or at any Time hereafter to be had, &c. of the said Premises above-mentioned, or any Part thereof, either alone by itself or jointly with any other Lands, Tenements or Hereditaments by or between the said Parties to these Presents, or any or either of them, or by or between them, or any or either of them, and any other Person or Persons, *as* for and concerning all and singular the said Premises above-mentioned, and every-Part and Parcel thereof, with the Appurtenances, *shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the several Uses, Intents and Purposes herein before limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to or for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Mar-*

*A Marriage-Settlement by Way of Lease and Release made by the Husband's Father, To the Husband for Life; Remainder to the Wife for Life for her Jointure; Remainder to their Sons, and Remainder to their Daughters, equally as Tenants in Common; Remainder to the Heirs of the Husband, &c. with Annuities granted out of other Lands to the Wife (after the Death of her Husband) during her Widowhood, for the Increase and Augmentation of her Jointure, and Power to distrain; and in case there be not sufficient Distresses, To enter on the Premises, and receive the Rents and Profits until the Annuities and Arrears are paid: Covenant that the Husband and Wife and Wife shall hold Copyhold Lands during the Widowhood of the Husband's Mother, if other Copyhold Lands fall to her after the Decease of the Father; And that a Fine levied, shall enure to the Uses: Provided, if the Marriage be not solemnized within six Months, the Settlement to be void.*

**T**HIS Indenture Quinquepartite, made, &c. Between R. G. of, &c. Gent. Son and Heir of R. G. late of, &c. Gent. deceased, and Grandson and Heir of J. G. late of, &c. afore-said, deceased, and of S. Wife of the said J. G. which said S. was Sister and Heir of I. S. late of, &c. deceased, and B. Wife of the said R. G. Party to these Presents, of the first Part; J. G. Gent. Son and Heir Apparent of the said R. G. Party to these Presents, of the second Part; J. B. of, &c. Gent. and I. B. Spinster, one of his Daughters of the third Part; R. D. of, &c. and R. B. of, &c. of the fourth Part; and H. S. of, &c. of the fifth Part. *Witnesseth*, That for and in Consideration of a Marriage intended (by

(by the Permission of GOD) to be shortly had and solemnized between the said J. G. Party to these Presents, and the said I. B. and for and in Consideration of the Sum of 500 *l.* of, &c. to the said J. G. Party to these Presents, in Hand well and truly paid by the said J. B. (being Part of the Marriage Portion of the said I. B. his Daughter) the Receipt whereof he the said J. G. doth hereby confess and acknowledge; and also in Consideration of the great Benefit, Interest and Advantage (to the Value of 1500 *l.* and upwards) which may accrue and come to him the said J. G. Party to these Presents, and the Issue by said Marriage, in, by and out of certain Lands of Inheritance, and other Lands and Tenements (as well Copyhold as Leasehold) of the said J. B. and I. B. his said Daughter, or one of them, situate, &c. by the Provision and Settlement of the said J. B. and the said I. B. and others already made or agreed to be made for that Purpose upon the said intended Marriage (as and for the Residue, and in full of the Marriage-Portion of the said I. B.) and for the making, settling and assuring of a competent Jointure, Maintenance and Provision to and for the said I. B. during her Life; (in Case the said Marriage shall take Effect, and she shall happen to survive the said J. G. Party to these Presents, her intended Husband) and also for the settling, conveying and assuring of the Messuages, Tenements, Farm, Lands and Hereditaments, herein after mentioned, to the several Uses, Intents and Purposes herein after mentioned, limited and declared; the said R. G. Party to these Presents, and the said J. G. Party to these Presents, *Have* and each of them hath granted,

granted, 'aliened, remised, released and confirmed, and by these Presents do, and each of them doth grant, &c. unto the said R. D. and R. B. (in their actual Possession now being, &c.) and to their Heirs and Assigns for ever, *All* that Messuage and Tenement, and Half-Yard Land, commonly called, &c. situate, &c. in the Possession of, &c. and all Houses, &c. *And* also all that Messuage, Tenement or Farm, called, &c. and all Dove-houses, Barns, Stables, &c. and also all other Messuages, Lands, Tenements and Hereditaments whatsoever, whereof or wherein the said R. G. Party to these Presents, and J. G. Party to these Presents, or either of them, or any Person or Persons in Trust for them, or either of them, have or hath any Estate of Inheritance or Freehold in Possession, Reversion or Expectancy, situate, lying and being in the Parishes of, &c. aforesaid, or in any or either of them in the said County of, &c. And the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted and released, or mentioned to be granted and released, and of every Part and Parcel thereof; and all Rents, Duties and Services to such Reversion and Reversions, Remainder and Remainders incident, due and belonging, or in any wise appertaining: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said R. G. Party to these Presents, and J. G. Party to these Presents, and either of them, either in Law or Equity, of, in and to all and singular the said Messuages, Tenements, Farm-Lands and Premises above-mentioned,



tioned, and of, in and to every Part and Parcel thereof, with their and every of their Appurtenances. *To have and to hold* the said several Messuages, Tenements, Farm, Lands, and all and singular other the Hereditaments and Premisses hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said R. D. and R. B. their Heirs and Assigns; *To* and for the several Uses, Intents and Purposes, and upon and under, and subject to the several Provisoos, Conditions, Limitations, Trusts and Agreements hereafter in these Presents mentioned, limited, expressed and declared; (that is to say) *As for and concerning* the said Messuages, Tenements, Clofes, Lands and other the Hereditaments and Premisses, with their Appurtenances above-mentioned to be situate, lying and being in the Parish of, &c. in the Possession of, &c. *To* and for the Use and Behoof of the said J. G. Party to these Presents, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to do and commit all Manner of Waste, other than voluntary Waste in the Houses and Buildings upon the Premisses so limited to the said J. G. Party to these Presents, as aforesaid: And from and after the Forfeiture, or other Determination of the said Estate so limited to the said J. G. Party to these Presents, for the Term of his Life; *Then* to the Use and Behoof of the said R. D. and R. B. and their Heirs during the natural Life of the said J. G. Party to these Presents; *In Trust* to preserve the contingent Uses,

Uses, Estates and Remainders of and in the said Premisses herein after limited, from being docked, defeated or destroyed, and for that Purpose to make Entries, and bring Actions as there shall be Occasion; yet nevertheless to permit and suffer the said J. G. Party to these Presents, to receive and take the Rents, Issues and Profits of the said Premisses, for and during the Term of his natural Life; and from and immediately after the Decease of the said J. G. *Then* to the Use and Behoof of the said I. B. his intended Wife, for and during the Term of her natural Life, for her Jointure, and in Lieu and full Recompence and Satisfaction of her Dower and Thirds at the Common Law, which she shall or may have or claim in or to any of the Lands of the said J. G. Party to these Presents; and from and after the several Deceases of them the said J. G. Party to these Presents, and I. B. his said intended Wife, *Then* to the Use and Behoof of the first Son of the Body of the said J. G. Party to these Presents, on the Body of the said I. B. lawfully to be begotten, and of the Heirs of the Body of such first Son lawfully issuing; and for and in Default of such Issue, *Then* to the Use and Behoof of the second Son of the Body of the said J. G. Party to these Presents, on the Body of the said I. B. lawfully to be begotten, and of the Heirs of the Body of such second Son lawfully issuing; and for Default of such Issue, *Then* to the Use and Behoof of the 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and all and every other Son and Sons of the Body of the said J. G. Party to these Presents, on the Body of the said I. B. lawfully to be begotten severally  
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situate, lying and being in, &c. aforesaid; and also all the rest and Residue of the said Lands, Hereditaments and Premises hereby released, and every Part and Parcel thereof, with their and every of their Appurtenances, whereof no Use or Estate is herein before limited (except the said Messuage in, &c. and all the Out-houses, Buildings, Gardens, Orchards and Back-sides to the same belonging), To the Use, Intent and Purpose that E. S. (now Wife of, &c. and Daughter of R. G. Party to these Presents) and her Assigns shall and may immediately from and after the Death of him the said R. G. Party to these Presents, (in Case she shall happen to survive him and the said B. G. his now Wife, or any other Woman with whom he shall hereafter marry, shall be living at the Time of his Death) have, receive and take, during the Term of the Widowhood of the said B. and the Widowhood of any such after-taken Wife, and no longer, or otherwise, out of the said last mentioned Tenement, Farm, Lands, Hereditaments and Premises, with the Appurtenances, *One* Annuity or yearly Rent-Charge of 20*l.* of, &c. to be paid to the said E. S. and her Assigns (clear and free from all Charges and Deductions whatsoever) in the House of, &c. at the Feasts of, &c. by even and equal Portions; the first Quarterly Payment thereof to begin and be made at such of the said Feasts as shall first happen next after the Death of the said R. G. Party to these Presents, (in Case any such Payment shall be then due by the Purport and true Meaning of these Presents :) *And* to the further Intent and Purpose, that if the said Annuity or yearly Rent-Charge of 20*l.* or  
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any Part thereof, shall at any Time during the Term that the same is to continue payable as aforesaid, happen to be behind or unpaid after any or either of the said Feast Days herein before limited for Payment thereof; That then and from thenceforth, and from Time to Time, and so often as the said Annuity, or any Part thereof shall be so behind and unpaid, it shall and may be lawful to and for the said E. S. and her Assigns, into the said Lands and Premises out of which the said yearly Rent is to be issuing as aforesaid, or any Part thereof, to enter and there to distrain, and the Distress and Distresses then and there so had and taken, to lead, drive and carry away, and the same to detain and keep until the said Annuity or yearly Rent-Charge of 20*l.* and the Arrearages thereof, and the Costs and Charges of the taking such Distress and Distresses shall from Time to Time be fully paid and satisfied. *And* to the yet further Intent and Purpose, that in Case on the said Lands and Premises, out of which the said yearly Rent is to be issuing as aforesaid, there shall not from Time to Time be found sufficient Distresses for the said Annuity or yearly Rent-Charge; or that any Distress or Distresses at any Time to be taken for Non-payment thereof, shall not within five Days next after the same shall from Time to Time be taken, be redeemed by Payment of the said Annuity or yearly Rent-Charge, and the Arrears thereof, and the Costs and Charges of the taking such Distress and Distresses; that then the said E. S. and her Assigns, shall and may from Time to Time, when and so often as no sufficient Distress shall be found on the

said Lands and Premisses, out of which the said yearly Rent is to be issuing as aforesaid; or that such Distress when taken shall not be redeemed by the Time, and in Manner aforesaid, enter into and have, hold, possess and enjoy the said Lands and Premisses out of which the said Annuity or yearly Rent-Charge of 20*l.* is to be issuing as aforesaid, and every Part thereof, with the Appurtenances, and receive and take the yearly Rents, Issues and Profits thereof to her and their own Use and Benefit, until she the said E. S. and her Assigns, shall from Time to Time be fully satisfied and paid the said Annuity or yearly Rent-Charge of 20*l.* and the Arrears thereof, and the Costs and Charges of taking such Distress and Distresses, and making such Entry or Entries as aforesaid. *And as for* and concerning the said Tenement and Farm, Lands and Hereditaments, with the Appurtenances, out of which the said yearly Rent is to be issuing to the said E. S. and her Assigns; and also the said excepted Messuage in, &c. aforesaid, with the Appurtenances, and the Freehold and Inheritance thereof, *To* and for the only proper Use and Behoof of the said R. G. Party to these Presents, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to commit Waste; And from and immediately after the Decease of the said R. G. the said Premisses charged with the said Annuity in Manner aforesaid to be *To* the Use and Behoof of the said B. G. (in Case she happens to survive the said R. G. Party to these Presents) for and during the Term of her Widowhood; subject to the Proviso, Conditions and

and Agreements herein after mentioned; and from and after her Decease, or the Time of her next Marriage, which shall first happen, *then* to the Use and Behoof of the said J. G. Party to these Presents, for and during the Term of his natural Life, without Impeachment of Waste, other than voluntary Waste in the Houses and Buildings upon the said Premises; and from and after the Forfeiture or other Determination of that Estate so limited to the said J. G. for his Life, *then* to the Use and Behoof of the said R. D. and R. B. and their Heirs during the Life of the said J. G. Party to these Presents, *In Trust* to preserve the contingent Uses, Estates and Remainders of and in the said last mentioned Premises herein after limited, that they may not be destroyed, and for that Purpose to make Entries and bring Actions as there shall be Occasion; yet nevertheless to permit and suffer the said J. G. Party to these Presents, to receive and take the yearly and other Rents, Issues and Profits of the same Premises, for and during the Term of his natural Life, and from and immediately after the Decease of the said J. G. *then* to the Use and Behoof of the said I. B. for and during the Term of her Widowhood, for the Increase and Augmentation of her Jointure; and from and after the Determination of the said several Estates herein before limited, as aforesaid, *then* to the Use and Behoof of the first Son of the Body of the said J. G. Party to these Presents, on the Body of the said I. B. lawfully to be begotten, and of the Heirs of the Body of such first Son lawfully issuing; and for Default of such Issue, *then* to the Use and Behoof of the second Son, &c. (and so on

to the tenth, and all other Sons; and in Default of such Issue, to all the Daughters, with Remainder to the right Heirs of R. G. *ut supra.*) *Provided* always, That if the said B. G. shall survive the said R. G. Party to these Presents, and thereby a certain Copyhold Messuage and Tenement, with the Appurtenances (which the said R. G. now holds for Term of his Life) lying and being in the Manor of, &c. shall come, according to the Custom thereof to the said B. for her Widowhood, *then* in Consideration of the Provision by these Presents made for her the said B. as aforesaid, It is agreed by and between the said Parties to these Presents, and in particular the said B. doth hereby agree, that the said J. G. Party to these Presents, and the said I. B. his intended Wife, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall peaceably and quietly hold and enjoy the said Messuages and Premises in, &c. aforesaid, from the Death of the said R. G. Party to these Presents, during the Term of the Widowhood of the said B. G. And that in Case the said B. shall commence or prosecute any Action or Suit whatsoever against the said J. G. Party to these Presents, and the said I. B. or either of them, or against the Survivor of them, or the Executors or Administrators of such Survivor, for or touching the Possession or Profits of the said Tenement and Premises, with the Appurtenances, in, &c. aforesaid, or any Thing relating to the said Tenement and Premises, or in any Manner molest the said J. G. Party to these Presents, and I. B. or either of them, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, in  
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the quiet Enjoyment thereof at any Time during the Widowhood of the said B. (the said J. G. Party to these Presents, and the said I. B. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, paying the Quit Rent, and all Taxes whatsoever, issuing and payable thereout) that then and from thenceforth, the Use and Estate herein and hereby limited to the said B. in the said Lands and Premises in, &c. aforesaid, and all other Uses herein before limited to her, shall cease and be void. *And whereas* the said R. G. Party to these Presents, and B. G. his Wife, and the said J. G. Party to these Presents, did in Trinity Term last past before the Date of these Presents acknowledge and levy in due Form of Law before the Justices of his Majesty's Court of *Common-Pleas* at *Westminster*, one Fine *sur Conuzance de droit come ceo*, &c. with Proclamations, according to the Statute, unto the said H. S. and his Heirs, of *All* those the aforesaid Messuages, Tenements, Farm, Lands, and all and singular other the Hereditaments and Premises hereby granted and released, or mentioned to be hereby granted and released, and of every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances; which said Fine was so levied of all the said Lands, Hereditaments and Premises, with the Appurtenances, by the Name and Names of three Messuages, four Gardens, &c. as by the Records of the said Fine remaining in the said Court may more fully appear. *Now this Indenture further witnesseth*, and all the said Parties to these Presents do hereby declare and agree, That the true Intent and Meaning of all the said Parties to these

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Presents, and to the said Fine, as well at the Time of the levying thereof as ever since, hath been, and still is, That the said Fine so levied as aforesaid, and all and every Fine and Fines heretofore had, made, levied or executed by or between the said Parties to these Presents, or any of them, or which at any Time hereafter shall be had or levied between the said Parties or any of them, of the said Messuages, Tenements, Farm, Lands, Hereditaments and Premises, or any of them, shall be and enure, and shall be adjudged, esteemed and taken to be and enure to and for the several Uses, Intents and Purposes, and upon and under and subject to the several Powers, Proviso's, Conditions, Limitations, Trusts and Agreements herein and hereby expressed, limited and declared concerning the same respectively, and to and for no other Use, Intent or Purpose whatsoever. *And* the said R. G. Party to these Presents, and J. G. for themselves jointly and severally, and for their several Heirs, Executors and Administrators, do covenant and grant to and with the said R. D. and R. B. their Heirs, Executors and Administrators by these Presents in Manner following; (that is to say) That, for and notwithstanding any Act, Matter or Thing by them the said R. G. and J. G. or either of them, or any of their Ancestors done or committed to the contrary, they the said R. G. Party to these Presents, and J. G. Party to these Presents, at the Time of Sealing and Delivery of these Presents, are or one of them is lawfully and rightfully seized of and in the said several Messuages, Farm, Closes, Lands, Tenements, Hereditaments and Premises hereby granted  
and

and released, or intended to be granted and released, and every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple; without any Manner of Condition, Trust, Limitation of Use or Uses, or other Matter, Cause or Thing whatsoever, to alter, charge or determine the same. *And* that (for and notwithstanding any such Act, Matter or Thing as aforesaid) they the said R. G. Party to these Presents, and J. G. at the Time of Sealing and Delivery of these Presents, have, or one of them hath good Right, full Power and lawful Authority to convey, settle and assure, all and singular the said several Messuages, Farm, Lands, Tenements, Hereditaments and Premises above-mentioned, to the several Uses and in Manner aforesaid. *And* that the said Messuages and Premises, and every Part and Parcel thereof, with the Appurtenances, now are and so from Time to Time, and at all Times hereafter, shall remain, continue and be to all and every the Person and Persons to whom any Estate or Use is herein before limited to and for the several and respective Uses, Intents and Purposes, and under and subject to the several Powers, Charges, Provisos, Conditions, Limitations, Trusts and Agreements herein mentioned concerning the same: *Free* and clear, or otherwise from Time to Time, and at all Times hereafter, well and sufficiently saved, kept harmless and indemnified by the said R. G. Party to these Presents, and J. G. their Heirs and Assigns, of and from all Manner of former and other Uses, Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Mortgages, Wills, Fines, Titles, Charges and Incumbrances whatsoever,

soever, had, made, committed or done by the said R. G. and J. G. or either of them, or any of their Ancestors. *And also*, That they the said R. G. and J. G. and either of them, and all and every other Person and Persons claiming or to claim by, from or under them or either of them, or any of their Ancestors, shall and will at all Times hereafter upon the reasonable Request of the said R. D. and R. B. their Heirs, Executors and Administrators, or any of them, and at the proper Costs and Charges in the Law of the said J. G. his Heirs and Assigns, make, do, acknowledge, levy, execute and suffer, or cause and procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, (be it by Matter of Record or otherwise,) for the further and better settling and assuring of the said Messuages, Farm, Lands, Tenements, Hereditaments and Premises above-mentioned, and every of them, and every Part and Parcel thereof, with the Appurtenances, to and for the several Uses, Intents, and Purposes, and upon and under and subject to the several Powers, Charges, Provisoos, Conditions, Limitations, Trusts and Agreements herein limited, expressed and declared concerning the same, as by the said R. D. and R. B. their Heirs, Executors and Administrators, or by their or any of their Counsel Learned in the Law shall be reasonably devised or advised and required. *Provided* always, and it is concluded by and between all the said Parties to these Presents, That if the said intended Marriage shall not be solemnized, and doth not take Effect within six Months  
next



next after the Date hereof; That then these Presents, and the several Estates and Uses herein before limited, mentioned and declared, and every Clause, Article and Agreement herein contained shall cease, determine and be void to all Intents and Purposes, any Thing herein before contained to the contrary notwithstanding. *In Witness, &c.*

*A Jointure or Marriage-Settlement, by Lease and Release, made by the intended Husband before Marriage of several Manors, To the Use of the Husband until the Marriage; Then to the Use of the Husband for Life, with Power to make Leases and grant Copies of Court Roll, &c. Remainder to the Wife during the joint Lives of herself and another Person; and Part of the Premises to the Wife for her Life only for her Jointure, with Power to grant Leases and Copies; Remainder to their first and other Sons; Remainder to the Heirs of the Husband: And a Term of 300 Years is limited to Trustees, In Trust, to let the Premises, and out of the Rents and Profits to pay Charges on the Estate, and raise Portions for younger Sons and Daughters; And afterwards, the Trustees to convey the Remainder of the Term to Persons intitled to the Reversion of the Premises by Virtue of this Settlement.*

**T**HIS Indenture Tripartite made, &c. Between J. D. of, &c. Esq; of the first Part; E. B. of, &c. N. A. of, &c. C. P. of, &c. and R. C. of, &c. of the second Part; and J. B. and R. A. of, &c. of the third Part. Whereas the said J. D. by his Indenture bearing Date, &c. for the Considerations therein mentioned, Did demise, grant, bargain, sell and to Farm let  
unto

unto the said J. B. and R. A. *All* those the Manors or Lordships of, &c. with all and singular their Rights, Members and Appurtenances; And also all and every the Messuages, Cottages, Houses, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Common of Pasture, Trees, Woods, Underwoods, Waters, Fishings, Fowlings, Hawking, Hunting, Wastes, waste Grounds, Waifs, Estrays, Felons Goods, Deodands, Courts Leet, Views of Frankpledge, Courts Baron, Franchises, Liberties, Jurisdictions, Privileges, Rents, Royalties, Perquisites, Profits, Commodities and Hereditaments whatsoever to the said Manors and Lordships or any or either of them belonging or in any wise appertaining or accepted, reputed, taken or known as Part, Parcel or Member thereof, situate and being within any the Manors, Lordships, Towns, Tythings, Parishes, Villages or Hamlets of, &c. or any of them, or elsewhere in the said County of, &c. And also all and singular other the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever of him the said J. D. situate, lying and being in the said County of, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Manors, Lordships, Lands and Premises, and of every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. B. and R. A. their Executors, Administrators and Assigns, from, &c. last past, before the Date hereof, for and during

during the Term of one Year thence next and immediately ensuing and following fully to be compleat and ended, *At* and under the yearly Rent of one Pepper-Corn; to the End that by Virtue of the said recited Indenture, and of the Statute for *Transferring of Uses into Possession*, the said J. B. and R. A. might be in the actual Possession of the said Premisses, and be thereby enabled to accept, and take a Grant and Release of the Reversion and Inheritance thereof to them and their Heirs, To such Uses as should be thereof declared; as in and by the said recited Indenture more at large appears. *Now this Indenture witnesseth*, That the said J. D. for and in Consideration of a Marriage (by the Grace of God) intended shortly to be had and solemnized between the said J. D. and J. B. Spinster, only Daughter of the said E. B. and of a competent Marriage-Portion by the said E. B. to the said J. D. in Hand paid, and secured to be paid, the Receipt of which Money and Security the said J. D. doth hereby acknowledge; and for that a competent Jointure may be had, made and provided, to and for the said J. in Lieu, Recompence and Satisfaction of and for all such Dower, Right and Title of Dower, as the said J. can or may have, claim, challenge or demand, of, in, unto or out of any the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments, whereof or wherein the said J. D. at any Time during the Coverture between him and the said J. his intended Wife, shall be seized of any Estate of Inheritance; And for the better settling and assuring of all and every the Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses above recited, and the

Reversion

Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part thereof, To the Uses, Intents and Purposes herein after mentioned and expressed, according to the Tenor of an Agreement heretofore made upon the Contract of the said intended Marriage between the said J. D. and the said J. B. and in Consideration and Pursuance thereof, and for divers other good Causes and Considerations him the said J. D. in this Behalf especially moving, *He* granted, remised, released and confirmed, and by these Presents doth fully, freely and absolutely grant, &c. unto the said J. B. and R. A. their Heirs and Assigns for ever; *All* and singular the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses, in and by the said recited Indenture above-mentioned to be granted, and every Part and Parcel thereof, with the Appurtenances; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. D. of, in and to all and singular the said Manors, Lordships, Lands and Premisses above recited and mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* all and singular the said Manors, Lordships, Lands and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. B. and R. A. their Heirs and Assigns, to and for the several Uses, Intents and Purposes hereafter in and by these Present particularly



cularly mentioned, limited, expressed and declared; (that is to say) *To the Use and Behoof* of the said J. D. his Heirs and Assigns, until the said intended Marriage between the said J. D. and J. his intended Wife shall be solemnized: And from and after the Solemnization of the said intended Marriage, *then to the Use and Behoof* of the said J. D. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; And from and after the Forfeiture or other Determination of the said Estate for Life of the said J. D. *then to the Use and Behoof* of the said J. B. and R. A. and their Heirs, during the natural Life of the said J. D. *Upon Trust*, and to the Intent that they the said J. B. and R. A. and their Heirs, shall and may by Entry or otherwise preserve and support the contingent Remainders hereafter in and by these Presents declared, limited and appointed; and will permit and suffer the said J. D. and his Assigns, for his natural Life, to receive and take the Rents and Profits of the said Manors and Premises to his and their own Use and Benefit: *Nevertheless* with Liberty to and for him the said J. D. at any Time during his natural Life, to demise and grant any of the Leasehold Lands and Estates of the said several Manors, now or heretofore usually demised (except the Manor-house of, &c. and Demesne Lands thereto belonging, and one Tenement, with the Appurtenances, now or late in the Tenure of, &c.) for three Lives, or any Number of Years determinable on one, two or three Lives; or any of the Copyhold Lands of the said several Manors by Copy of Court-Roll, to any Person or Persons, for one,  
two

two or three Lives, or 21 Years, at the Election of him the said J. D. provided there be not reserved thereupon under the Rents and Duties which are now reserved in their present Leases and Copies: And further, That the said J. D. shall and may upon the Death of any of the Lives of the said Leasehold or Copyhold Estates (except before excepted) which are already granted or demised, or which shall or may be granted or demised by the said J. D. by the Authority and Liberty aforesaid, add and fill up the said respective Estates; so as they or any of them, being filled up, exceed not the Number of three Lives or 21 Years; and so as there be not at any one Time above the Number of three Lives, or the Term of 21 Years in being of the said Premises, or any Part thereof; and so also as there be not thereupon reserved under the Rents and Duties reserved in their present Leases or Copies as aforesaid. And from and after the Decease of the said J. D. and the Determination of the precedent Uses, *then* to the Use and Behoof of the said J. B. intended Wife of the said J. D. and her Assigns, during the joint Lives of her the said J. and also of H. P. now the Wife of W. P. Gent. with Liberty to and for her the said J. at any Time during the natural Life of her the said H. P. to demise and grant any of the Leasehold Lands and Estates of the said several Manors and Lordships, now and heretofore usually demised (except as aforesaid) for three Lives, or any Number of Years determinable on one, two or three Lives, or any of the Copyhold Lands of the said several Manors, now held of the said Manor by Copy of Court-Roll, to any Person or Persons for one, two or three Lives, or 21 Years or under,

under, at the Election of the said J. provided there be not reserved thereupon under the Rents and Duties which are now reserved in their present Leases and Copies: And further, That the said J. shall and may, also during the natural Life of the said H.P. upon the Death of any of the Lives of the said Leasehold or Copyhold Estates which are already granted or demised, or which shall be granted or demised by the said J. by the Liberty and Authority aforesaid, add and fill up the said respective Estates, so as they or any of them being so filled up exceed not the Number of three Lives or 21 Years; and so as there be not at any one Time above the Number of three Lives, or the Term of 21 Years in being of the Premises, or any Part thereof; and so also as there be not thereupon reserved under the Rents and Duties reserved in their present Leases and Copies. And from and after the Decease of the said H.P. Then *as for and concerning* all those Parcels of the said Manors, Lordships, Lands and Premises following; (that is to say) *All* that the Manor-house of, &c. with the Appurtenances; And also all that Close or Ground, with the Appurtenances called, &c. containing, &c. be the same more or less; And also, &c. And also all and singular Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Courts, Yards, Backsides, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Common of Pasture, Trees, Woods, Underwoods, Ways, Waters, Easements and Appurtenances whatsoever to the said Manor-house, Closes and Grounds, and every or any Part thereof belonging, or in any wise appertaining, or accepted, reputed,

ted, taken or know us Part, Parcel or Member thereof, or which hath at any Time heretofore been let, set, occupied or enjoyed therewith, or which hath been reputed Parcel of the Demesnes of the said Manors; And also as for and concerning, &c. To the Use and Behoof of the said J. intended Wife of the said J. D. and her Assigns, for and during the Term of her natural Life: And it is hereby declared and agreed, That the said several Uses and Estates limited to the said J. as aforesaid, is so limited to her for her Jointure, and in full Satisfaction of her Dower. And from and after the Death of the said J. *then* as for and concerning the said Premisses above limited for the Jointure of the said J. immediately from and after her Death: And as for and concerning all and singular other the said Manors, Lordships, Lands, Tenements, Hereditaments and Premisses, which are not limited to the said J. for her Life immediately from and after the Deceases of the said J. D. and H. P. and the Determination of the Uses before limited; To the Use and Behoof of the said E. B. N. A. C. P. and R. C. their Executors, Administrators and Assigns, for and during the Term of 300 Years thence next and immediately ensuing and following fully to be compleat and ended; And from and after the Expiration or other sooner Determination of the said Term of 300 Years, *then* to the Use and Behoof of the first Son of the said J. D. to be begotten on the Body of the said J. his intended Wife, and the Heirs Males of the Body of such first Son lawfully to be begotten; And for Default of such Issue, *then* to the Use and Behoof of the second Son of the said J. D. to be



be begotten on the Body of the said J. his intended Wife, and of the Heirs Males of the Body of such second Son lawfully to be begotten; And for Default of such Issue, *then* to the Use and Behoof of the third Son of the said J. D. to be begotten on the Body of the said J. his intended Wife, and of the Heirs Males of the Body of such third Son lawfully to be begotten; And for Default of such Issue, *then* to the Use and Behoof of the fourth Son of the said J. D. to be begotten on the Body of the said J. his intended Wife, and of the Heirs Males of the Body of such fourth Son lawfully to be begotten; And for Default of such Issue, *then* to the Use and Behoof of the 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and of every other Son and Sons of the said J. D. to be begotten on the Body of the said J. his intended Wife, and of the Heirs Males of the Body of such Son and Sons lawfully to be begotten, severally and successively one after another as they shall be in Priority of Birth and Seniority of Age, (that is to say) the elder Son, and the Heirs Males of his Body, to be preferred and to take before the younger Son, and the Heirs Males of his Body; And for Default of such Issue, *then* to the Use and Behoof of the right Heirs of the said J. D. for ever. *And* it is hereby declared and agreed by and between all the said Parties to these Presents, That the said Term of 300 Years is upon this special Trust and Confidence, That the said E. B. N. A. C. P. and R. C. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will let and dispose of the said Manors, Lordships, Lands

and Premises, for the best and greatest Value and Profit they can get for the same, and receive the Rents and Profits thereof; and out of the same, first pay all Taxes and Payments, and other necessary Charges and Expences wherewith the said Premises, or any Part thereof, shall or may be charged or chargeable: And then upon this further Trust, That the said E. B. N. A. C. P. and R. C. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will pay and dispose of the rest of the yearly Rents and Profits of the said Manors, Lordships, Lands and Premises, in Manner following; (that is to say) In Case the said J. D. shall leave behind him at the Time of his Death only two Sons, or one Son and one Daughter, and no more, begotten on the Body of the said J. his intended Wife; *then* to such eldest Son of the said J. D. to be begotten on the Body of the said J. his intended Wife, the yearly Sum of, &c. Parcel thereof, for and towards the Maintenance of such eldest Son; and the Residue of the Rents and Profits coming and arising out of the said Manors, Lordships, Lands and Premises, shall and will pay to such younger Son, or to such Daughter, until he or she shall have had and received the full Sum of, &c. over and above all Defalcations whatsoever: But in Case the said J. D. shall leave behind him one Son, and two or more younger Children by him begotten on the Body of the said J. his intended Wife, *then* upon this further Trust, That they the said E. B. N. A. C. P. and R. C. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor

Survivor, shall and will pay to the said eldest Son the yearly Sum of, £*c.* for and towards the Maintenance of such eldest Son; and the rest of the Rents and Profits coming of the said Manors, Lordships, Lands and Premisses, shall and will pay to all and every the younger Child and Children of the said J. D. to be begotten on the Body of the said J. his intended Wife, until they and every of them shall have had and received severally the full Sum of, £*c.* a-piece, over and above all Reprizes whatsoever. And in Case the said J. D. shall die without Issue Male by him begotten on the Body of the said J. his intended Wife, and shall happen to leave behind him one or more Daughter or Daughters by him to be begotten on the Body of the said J. *then* upon this further Trust, That the said E. B. N. A. C. P. and R. C. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will pay and dispose of the whole Rents and Profits of the said Manors, Lordships, Lands and Premisses, (Taxes and Payments being first deducted) in Manner and Form following; (that is to say) In Case the said J. D. shall leave behind him only one Daughter and no more at the Time of his Death, by him begotten on the Body of the said J. To such only Daughter, until she shall have had and received the full Sum of, £*c.* over and above all Defalcations whatsoever: And in Case the said J. D. shall leave behind him two Daughters and no more at the Time of his Death, by him to be begotten on the Body of the said J. To such two Daughters equally between them, until they and either of them shall have severally had

and received the full Sum of, &c. a-piece over and above all Defalcations whatsoever: And in Case the said J. D. shall leave behind him three Daughters and no more at the Time of his Death, by him begotten on the Body of the said J. *then* to such three Daughters equally amongst them, until they and every of them shall severally have had and received the full Sum of, &c. a-piece, over and above all Defalcations whatsoever: And in Case the said J. D. shall leave behind him four Daughters or more at the Time of his Death, by him begotten on the Body of the said J. *then in Trust*, and to the Intent that they the said E. B. N. A. C. P. and R. C. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will receive and take the Rents and Profits of the said Manors, Lordships, Lands and Premises, until they shall have had and received the full Sum of, &c. and after the raising thereof, shall and will pay the same to the said Daughters respectively at their respective Ages of 21 Years, or Days of Marriage, which shall first happen, Share and Share alike. *And* it is hereby further agreed and declared by and between the said Parties to these Presents, That if any of the said Daughters shall happen to die before they attain their respective Ages of 21 Years, or Days of Marriage, *that* then the said E. B. N. A. C. P. and R. C. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will pay the Sum and Sums of Money hereby appointed to be paid to such Daughter and Daughters as shall so happen to die, to the Survivors and Survivor of them, equally amongst them



them Share and Share alike. *And* it is further agreed and declared by and between all the said Parties to these Presents, and the said Term of 300 Years is upon this further Trust and Confidence, That as soon as the said several and respective Sums of Money above limited and directed to be paid to the younger Children of the said J. D. begotten on the Body of the said J. shall be raised and paid as aforesaid, in Case the said J. D. shall leave Issue Male behind him of his Body, begotten on the Body of the said J. And in Default of Issue Male of their Bodies, *then* as soon as the said several and respective Sum and Sums of Money above limited and directed to be paid to the said several Daughters, by the said J. D. begotten on the Body of the said J. shall be raised and paid as aforesaid, to such Daughter and Daughters; Or if the said J. D. shall happen to die without Issue either Male or Female, by him begotten or to be begotten on the Body of the said J. Or shall leave behind him only one Son and no more, by him begotten on the Body of the said J. Or if such Person and Persons, to whom the immediate Reversion and Inheritance of the said Manors, Lordships, Lands and Premises, shall of Right belong and appertain, after the Determination of the said Term of 300 Years, do and shall pay or cause to be paid to such younger Child or Children, and to such Daughter and Daughters respectively, the several Sums of Money hereby directed to be raised and paid to them as aforesaid within six Months after the Decease of the said J. D. as the same ought to be paid, according to the Proportions and Directions aforesaid: That then, and in any or

of the said Cases which first happen, the said E. B. N. A. C. P. and R. C. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will convey and assure the said Manors, Lordships, Lands and Premises, for the Remainder of the said Term and Estate of 300 Years which shall be then to come, to such Person and Persons to whom the immediate Reversion and Inheritance of the same shall of Right appertain and belong, according to the Uses above limited and declared after the Determination of the said Term; and until such Conveyance and Assurance shall be made, shall and will permit and suffer such Person and Persons, to whom the immediate Reversion and Inheritance of the said Manors, Lordships, Lands and Premises shall of Right belong after the Determination of the said Term of 300 Years, To hold and enjoy the same Manors, Lordships, Lands and Premises, and to receive the Rents, Issues and Profits thereof, without any Account to be given or rendered of or for the same; and to and for none other Use, Intent, Trust or Purpose whatsoever. And the said J. D. for himself, his Heirs and Assigns, doth covenant and grant to and with the said E. B. N. A. C. P. R. C. J. B. and R. A. their Heirs, Executors, Administrators and Assigns, That he the said J. D. now at the Time of sealing and Delivery of these Presents is, and so at all Times, until a full Execution of the Uses above limited and declared, shall be made and executed of the said Manors, Lordships, Lands, Tenements, Hereditaments and Premises above-mentioned, according to the Purport of these Presents, shall stand

stand and be seized thereof, and of every Part and Parcel thereof, with the Appurtenances, in his Demesne as of Fee, without any Condition, Limitation or Use, to alter, change, charge or determine the same. *And also*, That he the said J. D. now hath good Right, full Power and lawful Authority, in his own Right to grant, convey and assure, all and singular the said Manors, Lordships, Lands and Premises above-mentioned, with their and every of their Rights, Members and Appurtenances, To the several Uses, Intents and Purposes above-mentioned, *And also*, That all and singular the said Manors, Lordships, Lands and Premises above-mentioned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, shall and may from Time to Time, and at all Times from henceforth for ever hereafter remain and be, To and for the several Uses, Intents and Purposes above-mentioned, according to the true Intent and Meaning of these Presents: *Freed* and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Leases, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or hereafter to be had, &c. by the said J. D. his Heirs or Assigns, or by any other Person or Persons whatsoever, claiming in, or from or under him, them, or any of them,

them, or any of his Ancestors. *And further,* That he the said J. D. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Manors, Lordships, Lands, Tenements, Hereditaments and Premisses, or any Part thereof, by, from or under him, them or any of them, or any of his Ancestors, shall and will from Time to Time, and at all Times hereafter, at the Request of the said E. B. N. A. C. P. R. C. J. B. and R. A. or any or either of them, their or any or either of their Heirs or Assigns, *Do* make, acknowledge, levy and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect conveying and assuring of *All* and singular the said Manors, Lordships, Lands, Tenements, Hereditaments and Premisses above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, To the several Uses, Intents and Purposes above-mentioned, limited and declared, according to the true Intent and Meaning of these Presents; as by the said E. B. N. A. C. P. &c. any or either of them, their or any or either of their Heirs or Assigns, or any of them, or their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly,* It is covenanted, granted, concluded and agreed upon by and between all the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all  
and



every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, to be at any Time hereafter had, made, levied, sued or prosecuted of the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or between them or any of them, and any other Person or Persons; as for and concerning all and singular the said Manors, Lordships, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the several Uses, Intents and Purposes above-mentioned, according to the true Intent and Meaning of these Presents. *In Witness, &c.*

*A Join-*

*A Jointure by Appointment of divers Lands, after the Decease of the Husband, to the Wife for her Life; (reciting a Settlement and Will made by the Husband's Relations of another Name, to divers Uses, and with divers Remainders, and particularly that on the Decease of the Heirs Male of the Maker of the Settlement, the Person now making this Appointment, and his Heirs Male, changing his and their Surname, should have the Estate, and Liberty by Appointment, to settle Lands not exceeding such a Value on a Wife for her Jointure,) made of such Lands on the Husband's coming to the Estate, and changing his Surname, &c.*

**T**O all People to whom these Presents shall come, greeting. *Whereas* in and by one Indenture bearing Date, &c. made between Sir W. L. of, &c. Baronet, of the one Part; and Sir T. P. of, &c. Baronet, and R. B. of, &c. Gent. of the other Part; He the said Sir W. L. for the Considerations therein mentioned, *Did* grant, bargain and sell unto the said Sir T. P. and R. B. *All* those his Manors of, &c. with the Advowson of the Church of, &c. thereto appertaining, and the Patronage and Right of Patronage of the Church of, &c. all lying in the County of, &c. And all his Messuages, Lands, Tenements and Hereditaments in, &c. in the said County of, &c. wherein he had any Estate of Freehold or Term for Years, either settled or vested in himself, or any other Person in Trust for him; *To hold* from the Day before the Day of the Death of him the said Sir W. L. for the Term of 500 Years, and fully to be compleat and ended, without  
Impeach-

Impeachment of Waste: *Nevertheless* upon Trust and Confidence in them the said Sir T. P. and R. B. and their Executors, Administrators and Assigns, reposed and put by him the said Sir W. L. (amongst other Things) To permit and suffer W. L. Esq; Son and Heir apparent of the said Sir W. L. To hold and enjoy the said Manors, Advowson, Messuages, Lands, Tenements and Hereditaments, in the County of, &c. and to have and enjoy to his own Use, the Rents, Issues and Profits thereof for the Term of his natural Life; and after his Decease, to permit and suffer such Woman as he should marry and take to Wife, and should survive him, to have and take after his Death, during her Life, the Rents, Issues and Profits of so much of the Premises in the said County of, &c. as he should by his Deed limit or appoint for the Term of her Life for her Jointure, not exceeding the yearly Value of 500*l*. And after the Decease of the said W. the Son, and the said Jointure ended, *then* to permit and suffer the first Son of his Body lawfully begotten, and the Heirs Males of such Son: And for Default of such Issue, *then* all and every other Sons of the Body of the said W. the Son lawfully to be begotten, several and not jointly, successively as he or they should happen to be in Age or Seniority each to the other, and the Heirs Males of each of their Bodies, the elder of the same Sons and the Heirs Males of his Body to be preferred before the younger Son and the Heirs Males of his Body, peaceably and quietly to receive and take the Rents, Issues and Profits of the said Manors and Premises to his and their own Use; and for Want of such Issue, *then* to permit and suffer

R. L.

R. L. the younger Son of the said Sir W. to do the like for and during the Term of his Life; And after his Decease, *then* to permit and suffer his surviving Wife, after the Decease of the surviving Wife of the said W. L. the Brother, To have and enjoy such Jointure as the said R. should limit of or in the Premises in the County of, &c. not exceeding the Sum of 500 *l.* by the Year, as his said Brother W. L. might have done: And after the Decease of the said R. L. the Son, and the End or Determination of his Wife's Jointure, as they should severally happen; *then* to permit and suffer the several Sons of the same R. lawfully to be begotten, successively as they should be in Age and Seniority each to other, and the several Heirs Males of their Bodies, the elder of the same Sons and the Heirs Males of his Body, always to be preferred before the younger Sons and the Heirs Males of his Body, To have, receive and take to their own Use, the Rents, Issues and Profits of the same Premises: And for Default of such Issue Male of the said R. the Son, *then* to permit and suffer the said T. L. Esq; Brother of the said Sir W. L. for and during the Term of his Life; and after his Decease, *then* the several Sons of his Body lawfully begotten, successively as they should be in Age and Seniority each to other, and the Heirs Males of their Bodies, the elder of them and the Heirs Males of his Body, to be preferred before the younger Son and the Heirs Males of his Body, To have and take to their own Use the Rents, Issues and Profits of the Premises in the County of, &c. And for Default of such Issue, *then* to permit and suffer R. L. Esq; younger Brother of the said Sir W. L.



W. L. for the Term of his Life; and after his Decease, H. L. his Son for the Term of his Life; and after his Decease, the several Sons of his Body, and the Heirs Males of the Bodies of such Sons in like Succession, Order and Manner as is before specified, touching the Sons of the said W. L. and R. L. Sons of the said Sir W. L. &c. And upon further Trust and Confidence, That if W. P. Grandchild of the said Sir W. L. by Dame R. his Daughter, should, when he should come to the Possession of the said Manors and Premisses in the said County of, &c. by Reason of any Trust declared in this Indenture, write his Name in all his Deeds, Letters and Translations, to which he shall be Party by any Deed, and declare and yield himself to be W. L. during his Life; Then to permit and suffer him during his Life, and after his Decease his Sons continuing the Name of L. and the Heirs Males of their Bodies so continuing to do, and not otherwise, To have and enjoy the said Manors and Premisses in the County of, &c. And for Default of such Issue, if C. P. Brother of the said W. P. should in like Manner take upon him the Surname of L. and should so write his Name and stile himself during his Life, and do therein as was therein declared and appointed to be used and done by his said Brother W. P. Then to permit and suffer him, and the Sons of his Body lawfully begotten, and the Heirs Males of their Bodies, so long as they should continue to use and take upon them the Surname of L. in Manner and Form before declared, and not otherwise, To have and take the Rents, Issues and Profits of the said Manors and Premisses: And for  
Default

Default of such Issue, *then* to permit and suffer the Heirs of the said Sir W. L. to have, receive and take to their several Uses and Be-  
hoofs, the Rents, Issues and Profits of the said Manors and Premisses in the said County of, &c. And upon Request to surrender to such Heir their present Term and Estate. *And* it was thereby provided, That notwithstanding any Thing before declared, limited or appointed for the Benefit or Advantage of the Sons of the said T. L. and R. L. the Brothers of the said Sir W. L. H. Son of the same R. W. P. and C. P. or either of them; It was the true Intent and Meaning of the said Sir W. L. and it was thereby declared, That it should and might be lawful from Time to Time, and at all Times during the said Term, to and for the said T. L. and R. L. the Brothers, and the said H. L. W. P. and C. P. and the Sons of their Bodies, and the Heirs Males of the Bodies of such Sons, at such Time as the said Manors and Premisses in the County of, &c. should fall, come or be to any of them, by Virtue of the Trust therein mentioned, in present Occupation or Possession, and at such Time as the same Manors and Premisses should be free from and not charged with a Jointure of any Wife of any of the said Persons, to limit and appoint to his Wife, or such Woman as he should marry, such Quantity and Proportion of the said Manors and Premisses in the County of, &c. for Jointure for the Term of her Life, as is before mentioned for the Wife of the said W. L. the Son: *And* that the said Sir T. P. and R. B. and their Assigns, should during the said Term, stand and be possessed of the said Manors and Premisses, *In*  
*Trust*

*Trust* for the Support and Upholding of the said Jointures; as in and by the said recited Indenture may more fully appear. *And whereas* the said Sir W. L. afterwards made and duly published his last Will and Testament in Writing, bearing Date, &c. and therein taking Notice of the said Indenture, *Did* thereby further declare his Intent, That all and every Person and Persons, as well Persons then in Being, as thereafter to be, which were to have and enjoy any Benefit or Advantage of any Trust mentioned in the said last recited Indenture, should also by Virtue of that his last Will, severally and not jointly, have an Estate of Freehold or Inheritance, as the Case should require, in the said Manors, Advowsons, Messuages, Lands, Tenements and Hereditaments respectively answerable to their said Benefit and Advantage of Trust, and so long to continue, and no longer. And for the better accomplishing and perfecting of his said Intent and Purpose, he did first by his Will devise the said Manors and Premises to his Son W. L. for Term of his Life, with like Powers and Privileges annexed to the said Trust in the said Indenture mentioned and declared for his Benefit, with the Remainders thereof; and in like Manner successively, and in Order as they were declared, appointed and limited by the said Indenture, To R. his younger Son, to his Brothers T. and R. and his Nephew N. L. and to his Grandchildren W. P. and C. P. and their Wives, and their Sons, and the Heirs Males of their Bodies, to take as their Times and Turns should come, and to have Benefit and Advantage of the said Trust one after another, and not otherwise;

as in and by the said Will (amongst other Things) may more fully appear. *And whereas* the said Sir W. L. afterwards died, and his said Son W. L. afterwards Sir W. L. him survived, and entred upon, and held and enjoyed the said Manors and Premisses by Virtue of his Father's said Settlement and Will during his Life, and is lately dead without Issue, and unmarried: *And whereas* the said R. L. the younger Son of the said Sir W. L. the Father, T. L. and R. L. Brothers of the said Sir W. L. and the said H. L. his Nephew, and his said Grandson W. P. all died in the Life-time of the said Sir W. L. the Son; and the said Sir W. L. the Son having them survived, made and duly published his last Will and Testament in Writing, bearing Date, &c. and therein and thereby (amongst other Things therein contained) *Did* give, devise and bequeath, *All* his Manors of, &c. and all his Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, lying and being in, &c. and divers other Places therein mentioned in the said County of, &c. unto W. L. of, &c. Esq; and J. H. of, &c. Esq; and their Heirs for ever, (amongst other Uses) To the Use and Behoof of his Nephew the said C. P. for and during the Term of his natural Life, he taking upon him the Surname of L. in such Manner as therein is mentioned, with divers Remainders over: In which said Will is contained a Proviso or Power, in the Words, or to the Effect following; (that is to say) *Provided* also, and my Mind and Will is, That it shall and may be lawful to and for the said C. P. and Sir P. P. respectively, as and when they shall respectively come unto  
and



and be in Possession of the said Manors, Messuages, Lands, Tenements and Hereditaments first abovementioned, or any of them, or any Part thereof, or of the Lands, Tenements and Hereditaments herein-after directed to be purchased, or any of them, or any Part thereof, by Virtue of the Limitations in this my Will, by any Deed or Deeds, Writing or Writings, under their respective Hands and Seals, to limit or appoint to or to the Use of any Woman or Women who now is, or are, or hereafter shall be their respective Wife or Wives, for the Life or Lives of such Woman or Women for her or their respective Jointure or Jointures; such Part or Parts of the same Manors, Messuages, Lands, Tenements and Hereditaments, as they shall think fit, not exceeding in the whole the yearly Value of 500 *l.* for the Jointure of any one such Woman; any Thing herein contained to the contrary notwithstanding, as by the same Will may appear. *And whereas* the said Sir W. L. being lately dead, the said Manors, Messuages, Lands, Tenements and Hereditaments, are by his Death, and by the Uses and Limitations aforesaid, come to the Possession and Occupation of the said C. P. who hath, ever since the Decease of the said Sir W. L. taken upon him the Surname of L. and hath so wrote his Name in all Deeds, Letters, Writings and Transactions whereto he hath been Party, and declared and yielded himself to be C. L. and continues so to be named. *Now know ye further* by these Presents, That I the said C. L. by Virtue and in Pursuance of the Power and Authority to me given, as well by the said Settlement and Will of the said Sir W. L. the

Father, as by the Will of the said Sir W. L. the Son; as also by Virtue of any other Power or Authority to me given, or in me being by these Presents, signed with my Hand, and sealed with my Seal, in the Presence of the Persons whose Names are hereon endorsed as Witnesses thereto, *Have* limited and appointed, and by these Presents do limit and appoint to and to the Use of D. my now Wife, for and during her Life, to take Effect immediately after my Death as and for her Jointure, *All* that Capital Messuage or Mansion-house of the Manor of, &c. aforesaid; and all and every the Out-houses, Gardens, Orchards, and other Appurtenances thereto belonging; and the several Closes or Grounds, with their Appurtenances following; (that is to say) *All* that, &c. situate, lying and being in the Parish of, &c. now rented by, &c. And also, &c. and all that Messuage called, &c. or by whatsoever other Name or Names the same are called, known or distinguished; and also all other the Messuages, Closes, Grounds and Lands now rented by, &c. or either of them; all which said Messuages, Closes, Grounds, Lands and Premises, are situate and being within the Parishes, Towns and Liberties of, &c. or some or one of them in the said County of, &c. and are Part and Parcel of the Manors, Messuages, Lands, Tenements and Hereditaments, in the said Settlement and Wills mentioned and contained, and do not exceed the yearly Value of 500*l*. And I the said C. L. do by these Presents further limit and appoint, That the said D. my Wife shall have and take (after my Death) during her Life, the Rents, Issues and Profits of the said Premises

Premises last mentioned, to be now rented by the Persons last herein before named, to her own Use and Benefit as and for her Jointure. *In Witness, &c.*

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Covenants to stand seized to Uses, and other Settlements.

*A Covenant to stand seized of a Moiety of several Manors, in Consideration of natural Affection, made to Trustees for the Benefit of a Sister, lately married; To the Use of the Covenantor for Life, without Impeachment of Waste; and after her Decease, To the Use of the Heirs of her Body; and for Default of such Issue, To the Trustees for 99 Years, if the Covenantor's Sister live so long, In Trust for her sole and separate Use; Remainder to her first and other Sons and their Heirs; Remainder to her Daughters and their Heirs; Remainder to the Heirs of the Covenantor for ever; with a Proviso or Covenant to revoke the Uses, &c.*

**T**HIS Indenture made, &c. Between M. D. of, &c. Spinster, one of the Daughters and Coheirs of W. D. late of, &c. Esq; deceased, of the one Part; and H. S. of, &c. Esq; and W. E. of, &c. Gent. of the other Part: *Witnesseth*, That the said M. D. for and in Consideration of the natural Love and Affection which she hath and beareth to Dame E. C. her Sister, now Wife of Sir A. C. Bart. And to the End and Intent that all and singular the Manors, Messuages, Lands, Tenements and Hereditaments, herein after mentioned, and the

Reversion and Reversions, Remainder and Remainders, Rents, and Services thereof, and of every Part thereof shall and may be and remain, To, for and upon the several Uses, Intentions, Trusts and Purposes, herein after mentioned, limited, expressed and declared; and for divers other good Causes and Considerations, the said M.D. in this Behalf especially moving; She the said M.D. *Had* covenanted and granted, and by these Presents for herself, her Heirs and Assigns, doth covenant and grant, to and with the said H. S. and W.E. their Heirs and Assigns, and to and with every of them by these Presents; That she the said M. D. and her Heirs, and all and every other Person and Persons, and his and their Heirs, which now are or hereafter shall stand and be seised of and in *All* that her one full Moiety, or half Part, (The whole in two equal Parts to be divided) of the Manor of, &c. with the Rights, Members and Appurtenances thereof, in the County of, &c. And of and in all that her own full Moiety, or half Part, of the Manor of, &c. with their and either of their Rights, Members and Appurtenances, in the County of, &c. And of and in all that her Moiety, or half Part, of all and every the Messuages, Farms, Lands, Tenements and Hereditaments whatsoever, to the said Manors or any or either of them belonging or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of the said Manors or either of them; and also of and in all that her Moiety, or half Part of all and every the Messuages, Farms, Closes, Grounds, Lands, Tenements and Hereditaments, situate, lying and being in, &c. in the said County of, &c. And in the Parishes of,



of, &c. in the County of, &c. and situate in, &c. which descended or otherwise came to her the said M. as one of the Daughters and Co-heirs of the said W. D. deceased; and also of and in the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Manors and Premises, and of every Part and Parcel thereof, with the Appurtenances; *Shall* and will from Time to Time, and at all Times from henceforth for ever hereafter, for the Considerations aforesaid, *Stand* and be seized of and in all and singular the said Manors and Premises above-mentioned, and of and in every Part and Parcel thereof, with the Appurtenances; and also of and in the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part thereof, *To* the several Uses, Intents and Purposes hereafter in and by these Presents particularly mentioned, limited, expressed and declared, (That is to say) *To* the Use and Behoof of the said M. D. and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste; and from and after her Decease, *Then* to the Use and Behoof of the Heirs of the Body of her the said M. begotten: And for Default of such Issue, *Then* to the Use and Behoof of the said H. S. and W. E. their Executors, Administrators and Assigns, for and during the Term of 99 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, if the said Dame E. Wife of the said Sir A. C. shall so long live; In Trust, to and for the sole and separate Use, and Benefit of the said Dame E. and to the Intent and Purpose, that she alone and separate from her Husband, may

receive the Rents and Profits thereof, and dispose thereof at her Pleasure, whereby the said Sir A. C. her present Husband, or any other Husband she shall afterwards intermarry with shall not intermeddle or have any Thing to do therewith; and from and after the Determination of that Estate, *Then* to the Use and Behoof of the first Son of the Body of the same Dame E. C. lawfully begotten or to be begotten, and of the Heirs of the Body of such first Son lawfully issuing; and for Default of such Issue, *Then* to the Use and Behoof of the 2d, 3d, 4th, 5th, 6th, and 7th Son and Sons, and of all and every other Son and Sons of the Body of the said Dame E. C. lawfully begotten, or to be begotten, severally, successively and in Remainder, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the Heirs of the Body and Bodies of all and every such Son and Sons, lawfully issuing; the elder of every such Son and Sons, and the Heirs of his Body issuing, always to be preferred and to take before the younger of such Son or Sons, and the Heirs of his and their Bodies; and for Default of such Issue, *Then* to the Use and Behoof of all and every the Daughter and Daughters of the said Dame E. C. lawfully begotten or to be begotten, and the Heirs of the Body of such Daughter and Daughters lawfully to be begotten; and for Default of such Issue, *Then* to the Use and Behoof of the right Heirs of the said M. D. for ever. *Provided* always and upon Condition, and it is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is,  
That

That if the said M. D. shall, at any Time during her natural Life, be minded, purposed or determined to revoke, alter, change, and make void, all and every the Use and Uses, Estate and Estates above limited, and the same her Mind and Purpose shall declare in and by any Writing or Writings, by her to be signed and sealed in the Presence of two competent Witnesses or more, or by her last Will and Testament in Writing, signed and sealed in the Presence of three competent Witnesses to revoke, alter and make void, all and every the Use and Uses, Estate and Estates, Intents and Purposes, in and by these Presents limited, and expressed; *That* then and from thenceforth, all and every the said Use and Uses, Estate and Estates, above limited, expressed and declared, shall cease, determine and be utterly void, and of no Force, and that then and from thenceforth the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, shall be and remain to the only proper Use and Behoof of the said M. D. her Heirs and Assigns for ever, These Presents or any Thing herein contained to the contrary notwithstanding. *In witness, &c.*

*An*

*An Indenture of Covenants to stand seized to Uses, by Way of Settlement of divers Lands, in Consideration of a Marriage and Marriage-Portion, and in Pursuance and Performance of Marriage-Articles; made by the Husband to the Use of himself and his Assigns for Life, without Impeachment of Waste; And to Trustees during his Life to preserve the contingent Remainders; Remainder to the Wife and her Assigns during her Life, for her Jointure; Remainder to the Heirs of the Body of the Wife, by the Husband begotten; Remainder to the Husband, his Heirs and Assigns for ever: With Covenants to remain to the Uses, and to make future Assurance, &c.*

**T**HIS Indenture made, &c. Between J. T. of, &c. Clerk, of the one Part; and W. B. of, &c. Merchant, T. E. of, &c. Esq; and J. H. of, &c. Esq; of the other Part. *Witnesseth*, that the said J. T. for and in Consideration of a Marriage already had and solemnized between him the said J. T. and E. his now Wife, Daughter of the said W. B. And of the Sum of 3000 *l.* of, &c. to the said J. T. in Hand paid as the Marriage-Portion of the said E. And in Pursuance and Performance of certain Articles of Agreement, made before their Intermarriage, bearing Date, &c. between the said W. B. of the first Part, the said J. T. and E. his now Wife (by the Name of E. B. Spinster, Daughter of the said W. B.) of the second Part, and the said T. E. and J. H. of the third Part; and to the Intent that all and singular the Messuages, Lands, Tenements and Hereditaments therein and herein after mentioned, and the Reversion and Reversions, Remainder and Re-



Remainders, Rents and Services thereof, and of every Part thereof, shall and may at all Times hereafter be, remain and continue, to and for the several Uses, Intents, Trusts and Purposes herein after particularly limited, expressed and declared, He the said J. T. hath covenanted and granted, and by these Presents doth for himself, his Heirs and Assigns, covenant and grant, to and with the said W. B. T. E. and J. H. their Heirs and Assigns, That he the said J. T. and his Heirs, and all and every other Person and Persons, and his and their Heirs, now standing and being seized, or which hereafter shall stand and be seized of and in *All* that Messuage or Tenement, with all the out-houses, Yards, Gardens, Orchards, Barns, Stables, Lands, Meadows, Pastures, Feedings and Hereditaments whatsoever thereunto belonging or appertaining, or therewithal usually occupied or enjoyed, situate, lying and being in, &c. now in the Possession of, &c. as Tenant to the said J. T. And of and in one Tenement with its Appurtenances in, &c. late in the Possession of, &c. but now of the said, and also of and Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, *Shall* and will from Time to Time, and at all Times from henceforth for ever hereafter, for the Considerations aforesaid, *Stand* and be seized of and in all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and of and in every Part and Parcel thereof, with the Appurtenances, and also of and in the Reversion and  
Rever-

Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances, *To* the several Uses, Intents and Purposes hereafter in and by these Presents particularly mentioned, limited, expressed and declared; (that is to say) *To* the Use and Behoof of the said J. T. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, *Then* to the Use and Behoof of the said W. B. T. E. and J. H. and their Heirs, during the natural Life of the said J. T. for the Preservation and Support of the contingent Remainders herein after limited; and from and after the Decease of the said J. T. *Then* to the Use and Behoof of the said E. his said Wife and her Assigns, for and during the Term of her natural Life for her Jointure and in Bar of her Dower; and from and after the several Deceases of the said J. T. and E. his Wife, *Then* to the Use and Behoof of the Heirs of the Body of the said E. by the said J. T. begotten and to be begotten; And for Default of such Issue, *Then* to the Use and Behoof of the said J. T. his Heirs and Assigns for ever; And to or for none other Use, Intent or Purpose whatsoever, *And* the said J. T. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. B. T. E. and J. H. their Heirs and Assigns, That all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, shall and may from Time to Time, and at all Times hereafter, be, remain and continue to, for and upon

upon the several Uses, Intents, Trusts and Purposes herein before limited, expressed and declared, according to the true Intent and Meaning of these Presents. *And further*, That he the said J. T. and his Heirs, and all and every other Person and Persons, and his or their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, shall and will at any Time or Times hereafter, upon the reasonable Request of the said W. B. T. E. and J. H. or any or either of them, their or any or either of their Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above-mentioned with the Appurtenances, *To*, for and upon the several Uses, Intents, Trusts and Purposes herein before limited, expressed and declared, according to the true Intent and Meaning of these Presents, as by the said W. B. J. E. and J. H. or any or either of them, their or any or either of their Heirs or Assigns, or by their or any or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared; that all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered

and acknowledged, or at any Time hereafter to be had, made, &c. of the said Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, or any Part thereof, either alone by itself or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any of them, and any other Person and Persons whatsoever, as for and concerning all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, To and for the several Uses, Intents and Purposes herein before limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

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*An Indenture of Covenants, to stand seized of several Messuages and Lands, as to Part, to the Use of the Husband for Life; Remainder to the Wife for Life, for her Jointure, Remainder to the Heirs of the Body of the Husband; Remainder to the Husband's Nephew and his Heirs; and as to the Residue of the Premisses, to the Husband for Life, Remainder to the Wife, until any Child on her Body begotten shall be 21 Years of Age; and if no such Child, To the Wife for seven Years, upon Trust for Payment of Legacies, to be appointed by the last Will and Testament of the Husband; and after the Determination of those Estates, to the Use of the Nephew, his Heirs and Assigns for ever: Proviso that the Wife shall pay Annuities, and maintain her Children until they are of Age; and that the Nephew shall pay Legacies, and take upon him his Uncle's Sirname; and also Provision for Daughters Portions, &c.*

**T**HIS Indenture made, &c. Between A. B. of, &c. Esq; of the one Part; and R. W. of, &c. B. B. of, &c. and R. G. of, &c. Gent. Son of, &c. and Nephew of the said A. B. of the other Part. *Witnesseth*, That he the said A. B. for and in Consideration of the natural Love and Affection, which he hath and doth bear to C. his Wife, and also to the said R. G. his Nephew; and for a Provision of Maintenance and Jointure for the said C. his Wife, as also for the more certain Maintenance and Advancement of such Issue, as shall be by the said A. B. begotten, and for Default of such Issue, then for the better Advancement of the said R. G. and his Heirs; and for the Continuance

nuance of the Estate of the said A. B. in the Name and Blood of the B's, in such Manner as herein after is limited and declared, *Doth* by these Presents covenant and grant, to and with the said R. W. B. B. and R. G. their Heirs and Assigns, that he the said A. B. his Heirs and Assigns, and all and every other Person and Persons, having or claiming, or which may have or claim any Estate, Right, Title or Interest, by, from or under him the said A. B. shall and will from henceforth for ever hereafter, *Stand* and be seized of and in *All* that Capital Messuage, &c. and also of all that Messuage, &c. and of all and singular other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said A. B. with their and every of their Appurtenances to the Uses, Intents and Purposes, and upon and under such Conditions, Provisoos and Limitations hereafter in and by these Presents limited, expressed and declared; (that is to say) *As for and concerning*, and of and in all that Messuage or Tenement, &c. with the Appurtenances, of the said A. B. situate and being in, &c. in the Possession of, &c. *To* the Use and Behoof of him the said A. B. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Liberty to commit Waste; and from and after the Decease of the said A. B. *Then* to the Use and Behoof of the said C. the Wife of the said A. B. and her Assigns, for and during the Term of her natural Life for her Jointure; and after the Decease of the said C. *Then* to the Use and Behoof of the Heirs of the Body of the said A. B. lawfully begotten and to be begotten; and for Default of such Heirs,

Heirs, *Then* to the Use and Behoof of the said R. G. his Heirs and Assigns for ever. *And as for* and concerning, and of and in all that Capital Messuage, &c. and of and in all other Messuages, Lands, Tenements and Hereditaments whatsoever of the said A. B. with their and every of their Appurtenances, situate, lying and being in, &c. *To* the Use and Behoof of him the said A. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to commit Waste; and from and after the Decease of the said A. B. if any Child of the Body of the said A. B. lawfully begotten shall be at that Time living, or if the said C. his Wife shall then happen to be enſient with any Child by the said A. B. begotten, *Then* to the Use and Behoof of the said C. his Wife, until any Heir of the Body of the said A. B. begotten, shall attain to the Age of 21 Years, if any such Heir after his or her Birth shall so long live; and if the said A. B. shall happen to die without any Heir of his Body begotten or coming, *Then* to the Use and Behoof of the said C. his Wife, for and during the Term of seven Years, next after the Death of the said A. B. to the Intent and upon Trust and Confidence, that she the said C. shall out of the Rents, Issues and Profits of the said Messuages, Lands, Tenements and Hereditaments, pay or cause to be paid, such Legacies, Sum and Sums of Money, as he the said A. B. shall by his last Will and Testament in Writing direct, limit or appoint; and from and after the Decease of the said A. B. and the Determination of the several Uses above-mentioned, *Then* to the Use and

Behoof of the said R. G. his Heirs and Assigns for ever. *Provided* always, and it is the true Intent and Meaning of these Presents, and the said A. B. doth hereby so declare, that if the said C. or her Assigns, by Force of the Limitation to her until any Heir of the Body of the said A. B. begotten, shall attain to the Age of 21 Years, if any such Heir after his or their Birth shall so long live, shall hold and enjoy the said Messuages, Lands, Tenements and Hereditaments; that then the said C. and her Assigns, shall out of the Rents and Profits thereof pay or cause to be paid unto the said R. G. at the said Capital Messuage, the Annual Sum of, £*sc.* for and during the Term of seven Years, next ensuing the Death of the said A. B. if the said R. G. and any Heir of the Body of the said A. B. begotten shall so long live, the said Annual Sum of, £*sc.* to be paid at the Feasts of, £*sc.* yearly by even and equal Portions, and the first Payment thereof to begin at such of the said Feasts, as shall first happen after the Death of the said A. B. *And also* that the said C. and her Assigns out of the Residue of the Rents and Profits of the said Messuages and Premises, which she and they shall receive before any such Heir shall attain to the Age of 21 Years, shall bestow fitting and convenient Maintenance and Education, To and upon such Issue or Issues of the said A. B. begotten or to be begotten, as shall be living after his Death; and shall uphold and repair as Need shall be, the Messuages and Houses belonging to the said Premises. *And further*, it is the true Intent and Meaning of the said A. B. That the Uses and Estates before limited to the said R. G. and



and his Heirs, are and shall be taken to be upon Trust and Confidence, that when the said R. G. his Heirs or Assigns, by Force or Virtue of any Use or Uses, Estate or Estates, herein before limited to the said R. G. and his Heirs, shall take and receive the Rents, Issues and Profits of the said Messuages, Lands, Tenements and Hereditaments last mentioned, not limited in Jointure to the said C. that then the said R. G. his Executors or Assigns shall discharge and pay out of the said Rents, Issues and Profits of the said Premisses, all such Legacies and Sums of Money as are or shall be given and appointed to be paid out of the said Messuages and Premisses in and by the last Will and Testament of the said A. B. To such Person and Persons, and in such Manner and Form as the said Legacies and Sums of Money in and by the said Will of the said A. B. shall be directed and appointed to be paid, *Provided* always, and upon Condition that as well the said R. G. and his Heirs, as also all and every the Heirs of the Body of the said A. B. which shall hold and enjoy the said Messuages, Lands, Tenements, Hereditaments, and Premisses above-mentioned, or any Part thereof, by Virtue of these Presents, or any Limitation of Uses herein contained, shall so far forth as in him or them respectively lieth from Time to Time and at all Times hereafter, severally and respectively take upon them and bear for his or their Sirname or Names, and write him or themselves by the Name of B. or otherwise upon any wilful Default made thereof by him the said R. G. or any of his Heirs, or any of the Heirs of the Body of the said A. B. the Estate of him or them making such Default shall

cease and be void. *Provided also*, and it is agreed by and between the said Parties to these Presents, that if the said A. B. shall have Issue a Son and a Daughter living at the Death of the said A. B. and that the said Daughter shall happen to live until she or the said Son shall have attained the full Age of 21 Years, that then such Son of the said A. B. shall pay or cause to be paid out of the said Messuages, Lands and Premisses, unto his said Sister at such Time as such Son shall accomplish the Age of 21 Years, or at such Time as she shall accomplish the Age of 21 Years, which of these Times shall first happen, the full Sum of, &c. or in Default of Payment thereof, or any Part thereof, It shall and may be lawful to and for such Daughter and her Assigns to enter into all and singular the said Lands and Tenements, not before limited to the said C. Wife of the said A. B. and to hold and enjoy the same, and receive the Rents and Profits thereof, until the said Sum of, &c. with Damages for Non-payment thereof shall be levied and satisfied. *Provided also* and it is hereby fully declared and agreed by and between the said Parties to these Presents, that if the said A. B. shall at any Time during his Life, be minded and desirous to alter, change, revoke, or make void any of the Use or Uses above limited or appointed to the said R. G. and his Heirs, or to the Heirs of the Body of the said A. B. of all or any of the Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, and shall by any Writing or Writings, or by his last Will and Testament in Writing duly executed in the Presence of two or more credible Witnesses  
express

express and declare that all or any of the said Uses limited to the Heirs of the Body of the said A. B. or to the said R. G. and his Heirs, as to all or any of the said Messuages, Lands, Tenements or Hereditaments, or any Part thereof, shall stand or be changed, altered, revoked, or determined; *That* then and from thenceforth the Uses and every of them herein before declared and limited, of all and singular the said Messuages and Premises with their Appurtenances, according to such Declaration of the said A. B. and in such Manner as shall be therein mentioned, shall cease and be void, or shall be and stand changed, altered, revoked or determined accordingly, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

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*A Settlement by Deed, declaring the Uses of a Fine and Recovery levied of several Manors, Castles, &c. for continuing the same in the Name and Blood; To the Use of the Recoveror for Life, with Power to dig Mines; Remainder to Trustees until his eldest Son shall attain the Age of 21 Years, In Trust for Performance of his Will; Remainder to his Heirs Male in Tail: Remainder to Trustees until the eldest Daughter shall be of Age, In Trust for Performance of his Will; Remainder to the eldest Daughter for Life, Remainder to her Heirs Male; And Remainder to the Heirs Female of the Daughters, &c. Proviso, If the eldest Daughter marry without Consent, the Estate to her and her Heirs to be void; and such Person whom she shall marry, and their Issues, are to bear a certain Coat of Arms, and such a Sirname, and to give Security, or procure an Act of Parliament for it; otherwise the Estate to be charged with a Rent, In Trust for him next in Remainder, and Power to distrain: Proviso for the Recoveror to grant Estates, for any Term he shall think fit. Power is reserv'd to make Leases for 21 Years, or three Lives; and to Trustees to limit a Jointure; Power for other Persons to make Leases; and for the Heirs Male to make Jointures. Covenant, that Persons shall stand seized to the Uses; with Power to revoke the Uses, except Leases and Jointures made before such Revocation; and the Fine and Recovery to enure to new Uses, &c.*

**T**HIS Indenture Quadrupartite, made, &c. Between the Right Hon<sup>ble</sup> A. Earl of N. of the first Part; T. C. of, &c. Esq; H. P. of, &c. and R. S. of, &c. Gent. of the second Part;  
H. T.



H. T. of, &c. and P. D. of, &c. Esqs. of the third Part; and the Right Hon<sup>ble</sup> E. Lord L. Baron of, &c. Sir J. B. of, &c. Bart. J. A. of, &c. Esq; and E. N. of, &c. Esq; of the fourth Part. *Whereas* the said A. Earl of N. in *Trinity* Term last past, *Did* acknowledge and levy one Fine *Sur Conusance de Droit come ceo*, &c. unto the said T. C. H. P. and R. S. of *All* that the Manor of, &c. with the Rights, Members and Appurtenances thereof; and of all that his Mansion-house called, &c. in the County of, &c. and also of all and every his the said Earl's Lands, Tenements, Liberties, Franchises and Hereditaments whatsoever, with their and every of their Appurtenances in, &c. and elsewhere in the said County of, &c. And also of all those the Manors and Honours of, &c. and Castles of, &c. Which Fine was levied of the said Premisses by the Names of the Manors of, &c. with the Appurtenances, 20 Messuages, &c. *And whereas* by and upon several Writs of Entry *Sur Disseisin in le post*, returnable the same *Trinity* Term, they the said H. T. and P. D. *Did* demand against the said T. C. H. P. and R. S. *All* and singular the said Honours, Baronies, Castles, Manors, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, by the several and respective Names in the said Writs contained; Unto which Writs they the said T. C. H. P. and R. S. did appear, and upon every of the said Writs did vouch over the said A. Earl of N. to Warranty, who did forthwith enter into the several Warranties of all and singular the said Premisses, and did severally vouch over the Common Vouchee to warrant the said Premisses, who forthwith appeared and entred into the

several Warranties of the Premisses, and afterwards made Default; whereupon several Common Recoveries were had and perfected of the Premisses, as by the Records thereof remaining in the Court of *Common Pleas* may more at large appear. *Now this Indenture witnesseth,* That it is covenanted, granted and agreed upon by and between all the said Parties to these Presents; and they the said A. Earl of N. T.C. H.P. R.S. H.T. and P.D. and every of them, for them, and their and every of their Heirs, do hereby covenant, grant and agree to and with the said E. Lord L. Sir J.B. J. A. and E. N. and their Heirs; and do hereby also signify and declare, That the true Intent and Meaning of the said A. Earl of N. &c. now is, and at and before the levying of the said Fine, and suffering of the said Recoveries, was, and was declared and agreed to be, That the said Fine should be and enure to the Use of them the said T.C. H.P. and R.S. and their Heirs, to the Intent to make them Tenants of the Freehold of the Premisses, against whom the said Common Recoveries might be had of the said Premisses; and that after the said Recoveries had and perfected, the said Fine and Recoveries, and the Executions thereof, should be and enure, and the Cognizees and Recoverors thereof, and their Heirs, should from thenceforth stand and be seized of and in all and singular the said Manors and Premisses, with the Appurtenances, (except as is hereing after excepted) To the several Uses, Intents and Purposes, and with and under the several Limitations, Provifoos, Conditions and Agreements herein after limited, expressed and declared, and to or for none other Use, Intent or Purpose whatsoever;  
(that

(that is to say) *As for and concerning* all that the Manor of, &c. and the Lands, Tenements, Tythes, Hereditaments and Premises in, &c. in the said County of, &c. To the Use and Behoof of the said A. Earl of N. his Heirs and Assigns for ever. *And as for and concerning* all that the Honour and Manor of, &c. and the Reversion and Reversions, Remainder and Remainders thereof, To the Use of the said A. Earl of N. for the Term of his natural Life, without Impeachment of or for any any Manner of Waste, and with full Power to commit Waste; And after his Decease, To the Use of the said E. Lord L. Sir J. B. J. A. and E. N. their Heirs and Assigns for ever; *Subject* nevertheless to such Trusts, Intents and Purposes, as the said A. Earl of N. by any Writing or Writings sealed and subscribed in the Presence of two or more credible Witnesses, or by his last Will in Writing published in the Presence of three or more credible Witnesses, shall from Time to Time declare, limit and appoint *And as for and concerning* all and singular the rest and Residue of the said Honours, Baronies, Castles; Manors, Lands, Tenements, Hereditaments and Premises, with the Appurtenances in the said Fine and Recoveries mentioned and comprized; and the Reversion and Reversions, Remainder and Remainders thereof, (except the Manor of, &c. and Parks of, &c. with their Rights, Members and Appurtenances in the said County of, &c. which in and by one Indenture bearing Date, &c. are already limited to divers Uses) To the Uses, Intents and Purposes hereafter in and by these Presents limited, expressed and declared; (that is to say) To the Use of the said A. Earl of N. and his Assigns, for and during his natural Life, with-

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out Impeachment of or for any Manner of Waste, with full Power to commit Waste, and with free Liberty as well to fell, cut, fell and carry away all Trees and Woods whatsoever in or upon all or any of the Premisses, as also to dig in or for any Quarries or Mines in or upon the Premisses, or any Part thereof, and to take and carry away all and every the Stones, Slates, Coals, Metals, Minerals and Soil there to be found; And after his Decease, To the Use of the said J. A. E. N. H. P. and R. S. until such Time as the eldest Son of the Body of the said A. Earl of N. to be begotten, which shall be living at the Time of his Decease, shall attain to his full Age of 21 Years, (if such Son shall so long live) *In Trust* for the Performance of the last Will of the said Earl: And after the Expiration of the said Term, or in Case the same shall never happen, To the Use and Behoof of the first Son of the Body of the said A. Earl of N. lawfully to be begotten, and of the Heirs Males of the Body of such first Son lawfully to be begotten; And for Default of such Heirs, To the Use and Behoof of the said J. A. E. N. H. P. and R. S. until such Time as the second Son of the Body of the said A. Earl of N. lawfully to be begotten, living at the Time of his Death, shall attain to his full Age of 21 Years, (if such second Son shall so long live) *In Trust* for the Performance of the last Will of the said Earl: And after the Expiration of the said Term, or in Case the same shall never happen, *then* to the Use and Behoof of the third Son of the Body of the said A. Earl of N. lawfully to be begotten, and of the Heirs Males of the Body of such third Son lawfully to be begotten: And for Default of such



such Heirs, To the Use and Behoof of the fourth Son, &c. (*ut supra.*) And for Default of such Heirs, To the Use and Behoof of the 5th, 6th, 7th, 8th, 9th and 10th Sons of the Body of the said A. Earl of N. lawfully to be begotten, and of the several Heirs Males of the several and respective Bodies of such 5th, 6th, 7th, 8th, 9th and 10th Sons lawfully to be begotten, severally and successively one after another, as they shall be born and be in Age and Seniority, the elder Son and the Heirs Males of his Body being always preferred before the younger Son and the Heirs Males of his Body: And for Default of such Heirs Males of the Body of the said A. Earl of N. *then* to the Use and Behoof of the said E. Lord L. Sir J. B. J. A. and E. N. their Heirs and Assigns, for and during the natural Life of the Hon. H. P. Esq; Brother of the said A. Earl of N. to such Intents and Purposes as the said Earl by his last Will and Testament shall limit and appoint: And for Default of such Appointment, *In Trust* for such Person and Persons successively, to whom the Freehold after the Decease of the said H. P. shall by the true Intent and Meaning of these Presents belong, under such Limitations and Provisoos as the Estates are herein after limited to them, and as if the said H. P. were dead: And from and after the Death of the said H. P. *then* to the Use and Behoof of the said J. A. E. N. H. P. and R. S. and their Heirs, until such Time as the eldest Son of the Body of the said H. lawfully to be begotten, which shall be living at the Time of his Decease, shall attain to his full Age of 21 Years, if such Son shall so long live, *In Trust* for the Performance of the last Will of the said Earl; and after  
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the Expiration of the said Term, or in Case the same shall never happen, *then* to the Use and Behoof of the first Son of the Body of the said H. P. &c. (with like Limitations to all the Sons of the said H. P. in Tail as before to the Earl's Sons :) And for Default of such Heirs, *then* to the Use of the said J. A. E. N. H. P. and R. S. and their Assigns, until the Lady A. P. eldest Daughter of the said A. Earl of N. shall attain unto her Age of 21 Years, if she shall so long live; *Upon* such Trusts, and to such Intents as the said Earl shall by his last Will and Testament limit or appoint: And after the Expiration of the said Term, or in Case the same shall never happen, *then* to the Use and Behoof of the said Lady A. P. eldest Daughter of the said A. Earl of N. for and during the Term of her natural Life: And after the Decease of the said Lady A. To the Use of the first Son on the Body of the said Lady A. lawfully to be begotten, and of the Heirs Males of the Body of such first Son lawfully to be begotten; And for Default of such Heirs, To the Use and Behoof of the second Son of the said Lady A. &c. and then to the Use of the third Son, &c. And for Default of such Heirs, To the Use and Behoof of the first Daughter on the Body of the said Lady A. lawfully to be begotten, and of the Heirs of the Body of such Daughter lawfully to be begotten: And for Default of such Heirs, To the Use and Behoof of the second Daughter, &c. (so to the 3d, 4th and 5th Daughters.) And for Default of such Heirs, To the Use and Behoof of all and every other the Daughters on the Body of the said Lady A. lawfully to be begotten, and of the several Heirs  
of

of their several and respective Bodies lawfully to be begotten, severally and successively one after another as they shall be in Age or Seniority, the elder Daughter and the Heirs of her Body being always preferred before the younger Daughter and the Heirs of her Body : And for Default of such Issue, *then* to the Use and Behoof of the said J. A. E. N. H. P. and R. S. until such Time as the Lady E. P. youngest Daughter of the said A. Earl of N. shall attain unto her Age of 21 Years, &c. [*The like Limitations to the Lady E. and her Sons and Daughters, as to the Lady A.*] And for Default of such Heirs, To the Use and Behoof of P. Lord L. Son and Heir apparent of the Right Hon. R. Earl of L. by the Lady D. Sister of the said A. Earl of N. for and during the Term of the natural Life of the said P. Lord L. And after the Decease of the said P. Lord L. To the Use and Behoof of the first Son of the Body of the said P. Lord L. lawfully to be begotten : And for Default of such Heirs, To the Use and Behoof of the second Son of the said P. Lord L. &c. (and so on to the 5th Son.) And for Default of such Heirs, To the Use of all and every other the Sons of the Body of the said P. Lord L. lawfully to be begotten, and of the several Heirs Males of the several and respective Bodies of such other Sons lawfully to be begotten, severally and successively one after another as they shall be born, and be in Age and Seniority, the elder Son and the Heirs Males of his Body being always preferred before the younger Son and the Heirs of his Body : And for Default of such Heirs, To the Use and Behoof of A. S. Esq; Brother of the said P. Lord L.

for

for and during the Term of his natural Life ; And after the Decease of the said A. S. To the Use and Behoof of the first Son of the Body of the said A. S. &c. And for Default of such Issue, To the Use and Behoof of R. S. Esq; third Son of the said R. Earl of L. by the said Lady D. his Wife. (So on to the 5th Son, and their Heirs Male) And for Default of such Heirs, To the Use and Behoof of all and every other the Sons of the said R. Earl of L. on the Body of the said Lady D. his Wife lawfully begotten or to be begotten, and of the several Heirs Males of the several and respective Bodies of such other Sons, severally and successively one after another as they shall be in Age and Seniority, the elder Son and the Heirs Males of his Body being preferred before the younger Son and the Heirs of his Body: And for Default of such Heirs, To the Use and Behoof of the Lady D. S. Wife of the Right Hon. H. Lord S. eldest Daughter of the said R. Earl of L. by the said Lady D. his Wife, and of the Heirs Males of the Body of the said Lady D. S. lawfully to be begotten ; And for Default of such Heirs, To the Use and Behoof of the Lady L. S. second Daughter of the said R. Earl of L. by the said Lady D. his Wife, and of the Heirs Males of the Body of the said L. S. lawfully to be begotten, &c. (So to all the Daughters of the said R. of L. and their Heirs Males:) And for Default of such Issue, To the Use of the said A. Earl of N. his Heirs and Assigns for ever. *Provided* always, That if the said Lady A. P. shall, during the Life of the said A. Earl of N. marry or contract herself to any Person or Persons, without the Consent of the said A. Earl



Earl of N. or after his Decease without the Consent of the said E. Lord L. Sir J. B. J. A. and E. N. of the greater Number of them, as at the Time of such Contract or Marriage shall be living, or the Survivor of them if any of them shall be then living; *That* then the Uses and Estates by these Presents limited to the said Lady A. and to every of her Sons, and the Heirs Males of their Bodies, and to the Daughters and the Heirs of their Bodies issuing as aforesaid, shall cease and be void. *Provided also*, That if any such Person to whom the said Lady A. P. shall be married with such Consent as aforesaid, shall at any Time after such Marriage, and after the Freehold and Possession of the said Manors, Lands, Tenements and Hereditaments, or any of them, by Virtue of the Limitations aforesaid, shall come unto the said Lady A. P. in any Writing by him to be subscribed, or otherwise, use any Surname immediately following after his Name of Baptism other than the Name of P. or as often as he shall shew or bear any Coat of Arms, or shall not bear the Arms herein after mentioned; (that is to say) A Lion Rampant, &c. And shall not within one Year next after such Marriage, and accruing of the Possession of the said Premises to the said Lady A. P. either procure an Act of Parliament, That such Husband and the said Lady A. and the Heirs and Issues of their two Bodies, shall at all Times have and bear the Surname of P. or otherwise give such Security unto the said E. Lord L. Sir J. B. J. A. and E. N. or the Survivors of them, as shall be reasonably required, That such Husband, and the Heirs Males of the Body of the said Lady A. by  
such

such Husband to be begotten, shall in all Writings by them to be made and subscrib'd with their Names, write and cause to be written their Surnames as aforesaid, by the Name of P. and bear the said Coat of Arms above-mentioned; That then and from thenceforth the said Castles, Manors, Lands and Premisses limited to the said Lady A. P. as aforesaid, as against the said Lady A. P. and such Husband, and all claiming under them or either of them, or under any Limitation of Use by them or either of them made, shall stand and be charged unto and to the Use of the said E. Lord L. Sir J. B. J. A. and E. N. and their Heirs, during the joint Lives of the said Lady A. and such Husband, with one Annuity or yearly Rent of 3000 *l. per Annum*, to be paid Half-yearly at the Feasts of, &c. by even and equal Portions, *In Trust* for the only and proper Use and Benefit of such Person and Persons respectively for the Time being, to whom the next Remainder after the Determination of the Estates above limited to the respective Issues of the Body of the said Lady A. and the Heirs Males and Heirs of their Bodies respectively coming by the true Intent and Meaning of these Presents should belong. *And* if the said yearly Rent of 3000 *l.* or any Part thereof, shall be behind and unpaid after any of the Feasts aforesaid; That then and so often it shall and may be lawful to and for the said E. Lord L. Sir J. B. J. A. and E. N. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, and every or any of them, to distrain in and upon such of the said Manors, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, and every

every or any Part or Parcel thereof as shall then or at any Time after be in the Possession or Occupation of the said Lady A. P. or her said Husband, or of any other Person or Persons, by Virtue of any Demise, Grant or Limitation to be by her and her Husband, or either of them, made or granted, and the Distress and Distresses there taken to lead, drive, carry away, impound and keep, until he or they shall be fully satisfied all such Rent or Sums of Money so behind and unpaid. *Provided* always, That if the said Rent shall be behind by the Space of 20 Days next after any of the said Feasts above limited for Payment thereof; That then and so often the said E. Lord L. Sir J. B. J. A. and E. N. and the Survivors and Survivor of them and their Heirs, during the said Term above-mentioned, shall and may enter into, hold and enjoy *All* or any the Manors, Lands and Premises limited as aforesaid to the said Lady A. P. or any of them, or any Part or Parcel of them, and receive and take the Rents and Profits thereof until the Arrears of the said Rent of 3000 *l.* shall be fully paid. *Provided also*, That if the said Lady A. P. or any of the Issues of the said Lady A. P. or any of the Heirs of the Bodies of the said Issues coming, shall after such Time as the Lady A. or such Issue, or the Heirs of the Body of such Issue coming, shall have the Freehold or Possession of the Premises, or of some Part thereof; and after his or her respective Age of 21 Years use any Surname immediately following after his or Name of Baptism, other than the Surname of P. or write him or herself in any Writing by him or her subscribed by any Surname

immediately following after his or her Name of Baptism other than the Surname of P. or shall not bear the Arms above expressed; That then and from thenceforth all the said Manors, Lands and Premisses, limited as aforesaid to the Lady A. P. or any of the Issues of the said Lady A. P. or the Heirs of the Body of the said Issues coming, shall from Time to Time for and during the natural Life of such of the said Persons, as contrary to the true Intent and Meaning of these Presents shall use any other Surname, or not bear the said Arms as aforesaid; as against such Persons so using any other Surname, or not bearing the said Arms, and all Persons claiming under him or her, or under any Grant or Limitation of Use by him or her made, stand charged unto and to the Use of the said E. Lord L. Sir J. B. J. A. and E. N. and their Heirs, with one Annuity or yearly Rent of 3000 *l.* to be paid at the said two most usual Feasts, (*viz.*) by even and equal Portions; *In Trust* nevertheless for the Benefit of such Person or Persons for the Time being, to whom the next Remainder, after the Determination of the Estate above limited to such Issue or Heir of or in the Premisses by the true Intent and Meaning of these Presents shall belong. *And* if the said yearly Rent of 3000 *l.* or any Part thereof, shall be behind and unpaid after either of the Feasts aforesaid; That then and so often it shall and may be lawful to and for the said E. Lord L. Sir J. B. J. A. and E. N. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, and every or any of them, to distrain in and upon such of the said Honours, Castles, Baronies,



nies, Manors, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, as shall then or at any Time after be in the Possession or Occupation of such Issue or Heir, or of any other Person or Persons, by Virtue of any Devise, Grant or Limitation; and the Distress and Distresses, &c. to impound and keep, until he or they shall be fully satisfied of all such Rent or Sums of Money so behind and unpaid. *Provided* always, That if the said Rent shall be behind by the Space of 20 Days next after any of the said Feasts; That then so often the said E. Lord L. Sir J. B. J. A. and E. N. and the Survivors and Survivor of them, and their Heirs, shall and may as against such Persons not using the said Surname, and bearing the said Arms, contrary to the true Intent and Meaning of these Presents, and all Persons claiming under them respectively, or by Virtue of any Limitation of Use by him or her respectively made, enter into, have, hold and enjoy all or any the said Manors, Lands and Premises limited as aforesaid to the Uses of the said Lady A. P. or the Heirs of the Body of the said Issues coming, or any of them, until the Arrearages of the said Rent of 3000*l.* shall be fully paid and satisfied. *Provided also*, That if the said Lady E. P. shall during the Life of the said A. Earl of N. marry or contract herself to any Person or Persons, without the Consent of the said A. Earl of N. or after his Decease, without the Consent of, &c. Then the Uses and Estates to her and her Issue, &c. to cease and be void: (And the like Proviso for her and her Husband, and their Heirs and Issues, and the Heirs of such Issue, &c. to use the Surname, and

bear the Coat of Arms, or else the Estate to be charged with the 3000*l.* Annuity, as for the Lady A.P.) *Provided also*, That if the said P. Lord L. A.S. or R.S. or any other Son of the said R. Earl of L. on the Body of the said Lady D. his Wife begotten, or any of the said Daughters of the said Earl of L. or any of their Issues, or the Heirs or Heirs Males of the Body of any of them coming, shall after such Time as the said P. Lord L. A.S. or R.S. or such Sons, Daughters, or the Heirs or Heirs Males of any of their Bodies coming, shall have the Freehold or Possession of the Premises, or any Part thereof, and after his or their respective Age of 21 Years use any Surname immediately following after his or her Name of Baptism, other than the Surname of P. or shall write him or herself in any Writing by him or her subscribed by any Surname immediately following his or her Name of Baptism, other than by the Surname of P. or shall not bear the Arms above-mentioned in Manner and Form aforesaid; That then and from thenceforth all the said Manors, Lands and Premises limited as aforesaid to the said P. Lord L. A.S. and R.S. or any of the Sons or Daughters of the said R. Earl of L. or any of their Issues, or to the Heirs Males of the Body of any of them coming, shall for and during the natural Life of such Person, as contrary to the true Intent of these Presents, shall so use or write him or herself by any other Surname as aforesaid, or not bear the Arms as aforesaid, as against such Person, and all claiming under him or her stand charged unto and to the Use of the said E. Lord L. Sir J.B. J.A. and E.N. and  
 & their

their Heirs, with one Annuity or yearly Rent of 3000 *l.* to be paid at the said two most usual Feasts, &c. by even and equal Portions, *In Trust* nevertheless for the Benefit of such Person and Persons for the Time being as shall be next in Remainder after the Determination of the Estates above limited to such Person; as contrary to the true Intent hereof, shall use any other Surname, and not to bear the Arms as aforesaid; *And* if the said yearly Rent, &c. (the like Clauses of Distress and Entry, *ut supra.*) *Provided also*, and it is further declared and agreed by and between all the said Parties to these Presents for them and their Heirs, and it was the true Intent and Meaning of the said Parties to the said Fine and Recoveries, at and before the levying and suffering thereof, That it shall and may be lawful to and for the said A. Earl of N. from Time to Time, at his Will and Pleasure, by any Writing or Writings to be sealed by him and subscribed with his own Hand, in the Presence of two competent Witnesses at the least, to demise, lease, limit or appoint all or any of the Honours, Castles, Baronies, Manors, Lands, Tenements, Hereditaments and Premises above-mentioned and limited, in Use to the said A. Earl of N. or any Part or Parts, Parcel or Parcels of the same, or any of them, or the Reversion and Reversions of them, or any of them, to any Person or Persons for any Term or Number of Years in Possession, Reversion or Remainder in such Manner and under such Limitations and Conditions as he shall think fit. *Provided also*, and it is declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said E. Lord L. Sir J. B. J. A.

and E. N. and the Survivors and Survivor of them, after such Time as the Manors and Premises, or any of them, or any Part thereof, shall accrue or happen to them alone or together with any other Persons in Possession, by Virtue of the Limitations aforesaid, or any of them, from Time to Time during the respective Terms to them limited as aforesaid, to demise or grant any Part of the Premises to any Person or Persons for any Time or Term not exceeding 21 Years from the making thereof, or 99 Years determinable upon one, two or three Lives in Possession; so as such Lease or Leases be not made without Impeachment of Waste, and so as upon every such Lease so to be made there be reserved payable during all the Term granted, so much yearly Rent or more as hath been given, reserved or paid for the same by the greatest Part of twenty Years next before the Time of the making of such Demise or Grant, or a proportionable Rent, where but Part of such Land formerly demised as aforesaid shall be demised or granted, or so much yearly Rent or more as shall amount to two third Parts of the yearly Value of the Premises so to be demised, to continue due and payable, during all such Term so to be granted: And it is hereby further declared, That all Fines to be raised upon the making of any such Demise or Grant, shall be employed for and towards the Performance of the last Will and Testament of the said A. Earl of N. *Provided also*, and it is declared and agreed by and between the said Parties to these Presents, and the true Intent and Meaning of these Presents also is, and of the said Parties to the said Fine and Recoveries at and before the levying and suffering



suffering thereof was, That it shall and may be lawful to and for the said E. Lord L. Sir J. B. J. A. and E. N. and the Survivors and Survivor of them, and his and their Heirs, after such Time as the Freehold of the Premisses shall accrue to them or any of them in Possession, by Virtue of the Limitation aforesaid, at any Time during the Life of the said H. P. by any Writing by them to be sealed and delivered in the Presence of three Witnesses, to grant, assign, limit or appoint to any Wife or Wives, Woman or Women that he shall happen to marry, a Jointure out of the said Honours, Castles, Baronies, Manors, Lands, Tenements, Hereditaments and Premisses to them limited, during the Life of the said H. P. as aforesaid, or out of any Part or Parcel thereof as to him the said H. P. shall seem meet, not exceeding the yearly Value of 1000*l.* for and during the Life or Lives of such Wife or Wives, Woman or Women. *Provided also*, and it is further declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said Lady A. P. after she shall attain to the Age of 21 Years and after such Time as the Manors and Premisses or any of them shall come unto her in Possession, by Virtue of the Limitations aforesaid, at any Time or Times during the Term to her limited as aforesaid, by any Writing or Writings to be sealed by her and subscribed with her own Hand in the Presence of three credible Witnesses, to demise, lease or grant such of the said Premisses to her limited as aforesaid, as have been accustomly demised, or any Part or Parcel thereof, to any Person or Persons whatsoever for the Term of

21 Years, or under or for any Term or Number of Years determinable upon one, two or three Lives in Possession, and not in Reversion; so as such Leases be not made without Impeachment of Waste, and so as upon every such Demise, Lease or Grant so to be made there be reserved to continue due and payable during the Estate and Term thereby granted or limited so much yearly Rent or more as was given, reserved or paid for the same during all or the greatest Part of twenty Years next before the making of such Demise, Lease or Grant, Demises, Leases or Grants; or a proportionable Rent, where but a Part of such Lands formerly accustomed to be demised as aforesaid shall be demised or granted, &c. (The like Proviso for the Lady E. P. to lease.) *Provided also*, and it is further declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said P. Lord L. being Tenant in Possession of the Premises or of any Part thereof, by Virtue of the Limitations aforesaid; and likewise for the said A.S. being Tenant in Possession of the Premises, &c. and also for the said R.S. &c. severally and respectively at any Time or Times, during their or any of their natural Life or Lives respectively, by any Writing or Writings to be sealed by him or them, or subscribed with his or their own Hand or Hands, in the Presence of three Witnesses, To demise, lease or grant the said Premises to them limited as aforesaid, or any Part or Parcel thereof, to any Person or Persons whatsoever for the Term of 21 Years or under, or for any Term or Number of Years determinable upon one, two or three Lives, in Possession, and not in Reversion;

version; so as upon every such Demise, Lease or Grant so to be made there shall be reserved to continue due and payable during the Estate and Term thereby granted, so much or more yearly Rent as was given, reserved or paid for the same, during all or the greatest Part of twenty Years last past before the making of such Demise, Lease or Grant, Demises, Leases or Grants: And also that it shall and may be lawful to and for the said P. Lord L. A. S. and R. S. respectively being above the Age of 21 Years, and being Tenants in Possession of the Premises as aforesaid, at any Time or Times during his or their natural Life or Lives, by any Writing or Writings to be sealed by him or them, and subscribed with his or their own Hand or Hands in the Presence of three Witnesses at the least, To make, assure, limit and appoint to any Wife or Wives that he or they respectively shall then have married, or to any Wife or Wives, Woman or Women that he or they shall after happen to marry, a Jointure out of the said Manors and Premises, or out of such Part or Parts, Parcel or Parcels thereof, as to him or them shall seem meet, not exceeding the Value of 1000 *l.* by the Year, for and during the Term of the natural Life or Lives of such Wife or Wives, Woman or Women respectively. *Provided also*, and it is covenanted and agreed by and between all the said Parties to these Presents, and hereby so declared, That after the Death of the said A. Earl of N. it shall and may be lawful to and for the eldest Son of the said Earl of N. when he shall be above the Age of 21 Years, and every of the Heirs Males of his Body lawfully to be begotten; and to and for every other Person  
and

and Persons above-mentioned, and every of their Sons and Heirs Males and Heirs of their Bodies lawfully begotten respectively, which for the Time being shall have any Estate, Tail, in Possession, of or in the said Honours, Castles, Baronies, Manors, Lands, Tenements, Hereditaments and Premisses above-mentioned, or any of them, by Virtue of any Remainder or Use above limited, and shall be above the Age of 21 Years, at his or their Will and Pleasure, after the Death of the said A. Earl of N. and after such Time as any of the said Honours, Manors and Premisses herein before limited in Use to them or any of them, shall fall, descend, remain or come unto them respectively, of or for any such Estate in Tail, to make of such of the said Honours, Castles, &c. or any of them, or any Part or Parcel thereof, whereof he or they shall have such Estate from Time to Time, any Lease, Demise or Limitation of Use or Uses for 21 Years or under, from the making of such Demise, Lease or Limitation of Use, or for any Number of Years determinable upon one, two or three Life or Lives to begin from the making of the same Demise, Lease or Limitation of Use or Uses; so as every such Demise, Lease or Limitation of Use be had and made by Writing indented under his and their Hands and Seals; and so as there be reserved upon every such Demise, Lease or Limitation of Use, so much yearly Rent or more, as for the most Part of twenty Years next before the making of any such Demise, Lease or Limitation, hath been usually yielded and paid for such of the said Honours, Castles, Baronies, Manors, Lands, Tenements and Hereditaments, as so shall be demised, leased



leased or limited in Use; or a competent Rent amounting to at least the third Part of the yearly Value of the Premises so demised, &c. whereof or for which no Rent hath been reserved or paid by the greatest Part of the said twenty Years. *Provided also*, and it is further declared and agreed by and between all the said Parties to these Presents, That after the Death of the said A. Earl of N. it shall and may be lawful to and for every Son and Sons of the said Earl, and other Person or Persons being above the Age of 21 Years, and having any Estate in Tail in Possession of the said Honours, Castles, &c. or any of them, by Virtue of any Remainder or Use above limited, by any Writing under his Hand and Seal, attested by two or more credible Witnesses, To grant, assign, limit or appoint all or any Part or Parts of the said Manors, Lands, Tenements and Hereditaments, and which they shall so have, an Estate of Freehold or Inheritance in Possession, or immediately depending upon any Lease or Leases, Jointure or Jointures, for Life or Years, in Possession as aforesaid, To or for any his or their lawful Wife, or to or for any Woman which any of them or the Son and Heir apparent of any of them shall marry, for Term of her Life, for and in the Name of her Jointure. *And* for the better Security as well of the Leases Estates and Terms of Years to be made and created by Virtue of any of the Provisoes or Powers above-mentioned to be enjoyed by the several Lessees or Persons to whom any such Lease, Limitation or Appointment as aforesaid shall be made, and their several Heirs, Executors, Administrators and Assigns, according to the Purport, true Intent and

and Meaning of the said Leases, Limitations and Appointments; as also of the said Estates to be assigned, limited or appointed as aforesaid, to or for any such Woman or Women, Wife or Wives in Jointure as is above-mentioned, *It* is further covenanted, granted, declared and agreed by and between all the said Parties to these Presents, and every of them, for them and their Heirs, That the said Fine and Recoveries shall be and enure and at the Time of the levying and suffering thereof were intended, declared and agreed to be; and the said Cognizees and Recoverors and their Heirs, and all and every other Person and Persons which shall or may be seized of the said Honours, Castles, &c. or any of them or any Part thereof, and his and their Heirs shall stand and be seized of and in, and for such and so much of the said Honours, &c. and Premises, as shall be so as aforesaid leased, limited or appointed, according to the several and respective Powers and Provisoes above expressed and declared, To and for the Use of every such Person and Persons, their Heirs, Executors, Administrators and Assigns respectively, to whom the said Leases, Limitations or Appointments shall be made for and during the several and respective Terms and Estates mentioned, expressed and declared in or by such Leases, Limitations or Appointments; *And* also to and for the Use of every such Woman and Women, Wife and Wives, to whom any such Lease, Limitation, Appointment or Assignment shall be made for Life, for and in the Name of her Jointure as aforesaid, during her Life, and with, under and upon such Exceptions, Reservations, Payments, Conditions and Agreements

ments as shall be contained in the said Leases, Limitations, Appointments or Assignments so to be made as aforesaid, and not otherwise. *And* as for and concerning the Rents or Sums of Money, which shall be upon the said Estates, or Terms of Years, or for Lives, or upon the Leases, Limitations, Appointments or Assignments thereof, reserved, limited or appointed to be yielded, paid, had and received, together with the Reversions and Remainders of the said Honours, &c. that so shall be demised, granted, limited, appointed or assigned after the same Leases or Estates determined, the said Grants and Assurances shall be and remain to such Uses as are before in and by these Presents limited, appointed or expressed, of, for or concerning the said Honours, &c. that so shall be leased, limited, appointed or assigned, charged with the said Estates, Leases and Limitations as aforesaid; and such of the said Leases or Jointures to be first preferred and take Place as shall be first made according to the Powers aforesaid, without any Interruption or Disturbance of the said Uses herein limited, otherwise than by enjoying the said Estates: And that the Estates, Terms and Interests hereafter to be demised, granted, limited or assigned, according to the respective Powers above declared, or any of them, shall not be subject to determine by any Condition or Limitation by these Presents annexed to the Estate of the Person or Persons that shall so demise, grant, limit or appoint the said Premises, according to any of the Powers aforesaid, nor subject to be charged with the said Rents of 3000*l.* or any of them, or any Part thereof, which shall happen to arise or take Effect in Possession

Possession after the Limitation, Grant or Appointment of such Estate, Term or Interest, according to the respective Powers aforesaid; excepting only such Estates as are above by these Presents expressly declared to be charged with the said Rents, and the Distresses, Re-entries or Penalties for the said Rents, or any of them, for and in Respect only of the same Rents, Distresses, Re-entries and Penalties. *Provided* always, and it is further declared and agreed by and between all the said Parties to these Presents, That if the said A. Earl of N. at any Time or Times during his Life by any Writing or Writings by him subscribed with his Name and sealed with his Seal, executed in the Presence of three credible Witnesses, shall declare and specify, That he doth revoke or that he is willing to revoke, make void or defeat all or any of the Use or Uses, Estate or Estates before limited and appointed of or for all the said Premises by these Presents limited to the Use of the said Earl during his natural Life, or of or for any Part or Parcel of the same, *that* then and from thenceforth notwithstanding any such Lease or Estate to be made of any Part of the said Premises or otherwise, all and every such of the Uses and Estates before limited concerning so much of the said Premises limited as aforesaid to the Use of the said Earl, whereof such Declaration or Mention of Revocation, making void or defeating, shall be so made as aforesaid, *shall* cease and determine, according to the true Intent and Meaning of such Writing or Writings which shall be in that Behalf so made as aforesaid; other than the Estates and Interests only of the several Persons above-mentioned, which shall have any Lease, Demise or Limitation of  
Uses



Uses made by the said A. Earl of N. in Manner aforesaid, before the said Revocation or Declaration made for that Purpose: *And* that from thenceforth the said Fine and Recoveries shall be and enure, as for and concerning such Part and Parcels of the Premises by these Presents limited as aforesaid, To the Use of the said A. Earl of N. whereof such Revocation or Declaration shall be had or made, To the Use of such Person or Persons respectively, and for such Estate, Time and Term, and with and under such Powers of Revocation and Limitation of new Uses, and other Powers, Conditions, Limitations and Agreements as shall be by such Writing or Writings so to be subscribed, sealed and executed, or by any other Writing or Writings sealed and subscribed as aforesaid by the said Earl, limited and appointed; and for Default of such other new Limitation of Use or Uses, to the Use of the said A. Earl N. his Heirs and Assigns for ever. *In Witness,*  
&c.

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Wills:

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 Wills.

*A Will with Devise of Lands to a Wife for her Life, in Satisfaction and Bar of Dower; and after her Decease, to a Brother and his Heirs, to the Intent that the Brother shall sell the same, or dispose thereof by Will, for the Benefit of himself and all his Children, that it may not descend entirely to the Heir: And if the Brother dies without making any such Sale or Disposition thereof by Will; Then, after the Decease of the Wife and Brother, the Lands to remain to the eldest Son of the Brother and his Heirs; on paying several Legacies to his Brothers and Sisters: And divers other Legacies are given to the Testator's Sister and Relations, and their Children, &c.*

**I**N the Name of God, Amen. I G.A. of, &c. Gent. being in good Health, and of sound Mind and Memory, (Blessed be God therefore) Do this Day, &c. in the Year of the Reign, &c. and in the Year of our Lord, &c. make and publish this my last Will and Testament in Manner following; (That is to say) *Imprimis*, I give to my loving Wife M. A. the Sum of, &c. and to her Daughter E. L. the Sum of, &c. over and above all the Charge of her Maintenance which I have been at since the Time of my Marriage with her Mother, or shall be at during my Life, which I freely give her. *Item*, I give to each and every of the Children of my Brother S. A. of, &c. Gent. that shall be living at the Time of my Decease, the Sum of,

of, &c. *Item*, I give and devise to my said Wife M. A. the new House which I have built and now live in, situate, &c. *To hold* to her during the Term of her natural Life, in full Satisfaction and Bar of her Dower and Thirds, of and in the Messuages, Tenements, Lands, Hereditaments and Premisses, whereof I shall die seized; and from and after her Decease, I give and devise the same to my said Brother S. A. his Heirs and Assigns for ever, to the Intents and Purposes herein after mentioned. *Item*, I give and devise all that my Messuage or Tenement and Lands thereto belonging, with the Appurtenances, lying in, &c. which I purchased of J. J. Gent. And all other my Lands and Tenements whatsoever, whereof I shall die seized in Possession, Reversion or Remainder, (except the said House I now live in, before hereby given to my said Wife during her Life, and that likewise after her Decease as aforesaid) To my said Brother S. A. his Heirs and Assigns, *To* the Intents and Purposes following; (That is to say) that my said Brother shall some Time during his Life, at his Pleasure sell and convey the said House in, &c. after the Decease of my said Wife, and the said Messuages or Tenements and Premisses in, &c. after my Decease, to any Person or Persons whatsoever, for the Benefit and Advantage of himself and Children in such Manner as he shall think fit; and in Default of selling the said Premisses as aforesaid, *Then* it is my Intent and Meaning that my said Brother S. A. shall by his last Will and Testament, give and dispose of the said Premisses for the Benefit and Advantage of all his Children as shall be then living, in Manner as

herein after is mentioned, in Case my said Brother shall make no Disposition thereof; and if it shall happen my said Brother S. A. shall die without making any such Sale, Gift or Disposition of the said Premisses as aforesaid, or shall happen to die before my said Wife, whereby he will not have obtained Possession of my said House in, &c. to make any Disposition of the same, *Then* my Will is, and I do hereby give and devise the said Messuages or Tenements and Premisses in, &c. after the several Deceases of my said Wife and Brother, To my Nephew J. A. eldest Son of my said Brother S. A. or in Case of his Death, to the eldest Son of my said Brother then living, on the Conditions and paying the several Legacies following, (*viz.*) That he do thereout pay to each and every one of his Brothers, and the Sons of his Father S. A. (in Case he shall have two or more Wives) that shall be then living, the Sum of, &c. and to each and every of his Sisters, and Daughters of his said Father, the Sum of, &c. over and besides the Legacies hereby already given them, to be paid to them respectively at their respective Ages of 21 Years or Days of Marriage, which shall first happen; and then on Payment of the said several Legacies in Manner aforesaid and not otherwise, I give and devise the said Premisses to my said Nephew J. A. or in Case of his Death to the eldest Son of my said Brother S. A. as shall be living at the Time of my said Brother's Decease, his Heirs and Assigns for ever. *Item*, I give to my Sister E. S. of, &c. Widow, the Sum of, &c. and to each of her Children that shall be living at the Time of my Decease the Sum of, &c. *Item*,  
I give



I give to my Sister F. W. Wife of W. W. of, &c. the Sum of, &c. and to her Child or Children that shall be living at the Time of my Decease, &c. a-piece, the same to be paid to her and them within twelve Months next after my Decease by my Executors herein after named; And my Will is, that the said Legacies of, &c. to the said Children, be put out to Interest, or otherwise improved by the Mother, or as she shall think fit, for their Use, in such Manner as the said W. W. the Father shall have nothing to do therewith. *Item*, I give to E. L. one Silver Tankard, two Silver Salvers and two Sugar Casters, mark'd with, &c. and the Damask Silk Bed in the, &c. Room, with the Curtains, Vallens and all other Appurtenances thereto belonging, &c. *Item*, all the rest and Residue of my Goods, Chattels, Personal Estate, Plate, ready Money, Rights and Credits whatsoever, (after my just Debts, Funeral Expences and Legacies above hereby given are paid and satisfied) I give to my said Wife M. A. and my said Brother S. A. equally between them; and do make, constitute and ordain her my said Wife, and him my said Brother, joint Executrix and Executor of this my last Will and Testament; and I make my Kinsman T. A. of, &c. Merchant, and G. J. of, &c. Gent. Overseers of this my Will, and to take Care to see the same performed according to my true Intent and Meaning, and for their Pains therein, I give to each of them a broad Piece of Gold. *In Witness, &c.*

*A Will with Devise of Lands to the Wife for Life; Remainder to the Son for Life; Remainder to the Daughter for Life, and to Trustees during her Life, to support contingent Remainders; Remainder to the first and other Sons of the Daughter; Remainder to her Daughters, and their Heirs; Remainder to a Grandson for Life, and to Trustees to support contingent Uses; Remainder to his Issue in Tail, &c. Remainder to the right Heirs of the Devisor. The Executrix and Overseers (after Debts and Legacies paid) are to cast up the Personal Estate and divide it into Moieties; one Moiety whereof for the Use of the Daughter, to be placed out at Interest, and paid her at her Age or Marriage; and the other Moiety to be laid out in some Purchase of Lands, to be settled to divers Uses. The Use of Plate and Household-stuff is given to the Wife for Life, and a Particular to be made of it; and she to give her Covenant to the Overseers, to leave the same to whom devised after her Death. Legacies are given for Mourning and Rings; to the Poor, and Servants, &c. The Wife is made Executrix; and an Inventory ordered to be taken of the Estate immediately after the Death of the Testator, and Goods and Wares sold, and Debts got in, to be applied as above; and the Executrix and Overseers to meet twice in a Year, to make up Accounts, &c.*

**I**N the Name of God, Amen. I S.B. of, &c. Gent. being sick and weak in Body, but of sound and perfect Mind and Memory, (blessed be GOD therefore) Do this Day, &c. in the Year of our Lord, &c. and in the Year of the Reign, &c. make and publish this my last Will

Will and Testament, in Manner and Form following; (that is to say) *Imprimis*, I commend my Soul into the Hands of Almighty God who gave it me, and my Body to the Earth from whence it came, in sure and certain Hopes of a joyful Resurrection, through the Merits of my Lord and Saviour Jesus Christ: And as for that worldly Estate wherewith it hath pleased God to enrich me, I dispose thereof as followeth; *First*, I appoint 50*l.* and no more to be expended on my Funeral. *Item*, I give to my loving Wife M. the Sum of 100*l.* *Item*, I give to my loving Brother R. B. of, &c. Gent. the Sum of 100*l.* and to his two Sons M. B. and J. B. the Sum of 50*l.* a-piece; and his four Daughters S. B. &c. the Sum of 25*l.* a-piece. *Item*, I give to my Uncle A. B. the Sum of 50*l.* and to my Cousin L. B. the Sum of 25*l.* &c. *Item*, I give to my said Wife M. B. *All* my Lands and Tenements in, &c. which are not settled upon her for her Jointure; *To hold* to her during her natural Life, she making no Spoil, Waste or Destruction thereupon; and from and after her Decease, I give and devise the same to my Son R. B. for the Term of his natural Life; and after his Decease, I devise the same to my Daughter A. during her natural Life; and after the Determination of that Estate, I give and devise the same to my loving Brothers R. B. and W. B. and their Heirs, during the Life of my said Daughter A. to the Intent to preserve and support the contingent Uses and Remainders herein after limited; but nevertheless, *in Trust* to permit my said Daughter A. to receive the Rents and Profits thereof during her Life; and from and after the Decease of my said Daugh-

ter A. *then* to remain to the first Son of my said Daughter A. and the Heirs of the Body of such first Son lawfully issuing, and for Default of such Issue, *then* to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of my said Daughter A. begotten, the elder of such Son and Sons, and the Heirs of his Body lawfully issuing, to be always preferred and to take before the younger of such Sons and the Heirs of his Body; and for Default of such Issue, *then* to the Use and Behoof of all and every the Daughter and Daughters of the Body of my said Daughter A. and the Heirs of the Body of such Daughter or Daughters, as Tenants in Common, and not as Joint-Tenants; and for Default of such Issue, *then* I give the same to my Grandson J. R. Son of, &c. by M. my Daughter his late Wife deceased, for and during the Term of his natural Life; and after the Determination of that Estate, *then* to the Use and Behoof of J. B. and W. B. Sons of my Brothers R. B. and W. B. and their Heirs during his Life, and in Trust for him, and to the Intent to support and preserve the contingent Uses and Estates after mentioned; and after his Decease, to remain to his Issue in Tail in such Manner as I have limited the same to my said Daughter A. and for Default of such Issue, *then* to remain to my Grandson S. I. Son of A. I. &c. by R. my Daughter, and the Heirs Males of his Body begotten; and for Default of such Issue, to remain to my own right Heirs for ever. *Item*, I appoint my Executrix and Overseers herein after named, with all the Speed they can after my Debts and Legacies are paid, to compute and cast up all the Residue of my Personal Estate,



state, and to divide the same Overplus into two equal Parts or Moieties; one Moiety whereof I give to my said Daughter A. for her sole Use, and do appoint my Executrix and Overseers to put forth the same at Interest in their Names, but for her Use, and to pay the same to her at her Day of Marriage or Age of 21 Years which first happen; and the other Moiety thereof I appoint my Executrix and Overseers, or the Survivors or Survivor of them, to lay out the same in the purchasing of some Messuages, Lands, Tenements or other Hereditaments in Fee-Simple, of the best Value they can, in their Names and in the Name of the Survivors and Survivor of them, which Messuages, Lands and Tenements, when purchased, I appoint my said Executrix and Overseers, and the Survivors and Survivor of them, and the Heirs of such Survivor, to settle and assure the same, by good Advice of Counsel, as near as may be, to the Uses and upon the Trusts following; (that is to say.) [*Here set forth the Uses.*] *Item*, I give to my said Wife, during her Life, the Use of all my Plate and Household-stuff; and after her Death, the same to remain to my said Daughter A. And for Prevention of any Imbezilment of the said Plate and Household-stuff, it is my Will, and I do hereby direct, that a Particular be taken by my said Wife and Overseers of all my said Plate and Household-stuff, and that she give her Covenant to my said Overseers to leave the same to such Person or Persons as I have hereby given the same at her Death; (their reasonable Usage and Wearing in the mean Time excepted.) *Item*, I give to my Brothers R.B. and W.B. and their Sons J. B. and W. B. and to my Kinsmen A. B. L. B. &c. and my Overseers herein after named, Eight

Guineas a-piece to buy them Mourning. *Item*, I give to my said Brothers R. B. and W.B. &c. and to the six Persons that shall bear the Pall at my Funeral, one Guinea a-piece to buy them Rings. *Item*, I give to the Poor of the Parish of, &c. the Sum of 50*l*. *Item*, I give to my Servant-man that shall be living with me at the Time of my Death, the Sum of 5*l*. and unto the two Servant Maids that shall be living with me at the Time of my Decease the Sum of 5*l*. a-piece, also to buy them Mourning. *Item*, I give to my said Son R.B. all my Estate in, &c. and after his Death I give the same to my Wife M.B. And I make and ordain my said Wife sole Executrix of this my Will, *In Trust* only for the Intents and Purposes in this my Will contained : And to the End a true and perfect Account may be taken of my Effects, I do appoint, that an Inventory thereof shall be taken forthwith after my Death; and that my Wares and Stock be sold and turned into Money, as soon as may be, and my Debts to be gotten in; and that my Executrix shall twice in the Year or oftner, if my Overseers shall think fit, meet them and make up an Account thereof until my Debts shall be gotten in, and such Purchase and Settlement made as aforesaid; at which Meeting I appoint Twenty Shillings to be taken out of my Estate to defray the Charges of such Meeting and making up Accounts. And I make my loving Brothers R. B. and W.B. my good Friend C. E. of, &c. Gent. and L.D. of, &c. Gent. Overseers of this my Will, to take Care and see the same performed, according to my true Intent and Meaning; and for their Pains I give to each of them Five Guineas a-piece. *In Witness, &c.*

*A Will*

*A Will with Devise of Rings, Jewels, &c. to the Wife, to be disposed of at her Pleasure; and to the Wife the Use and Wearing of Plate, Bedding, Household-stuff, &c. during Life, with Power for her in her Life-time or by Will, to give and dispose of the same to a Son and Daughter; but if they die, to dispose of it as she shall think fit. A Leasehold Estate given to Trustees, In Trust to permit the Wife to enjoy it for so many Years of the Term as shall run out in her Life-time; and after her Decease, upon Trust to pay an Annuity to the Daughter, and to permit the Son to enjoy the Lands (charged with the said Annuity) for the Residue of the Term: The Residue of the Personal Estate, and Stock of Goods, &c. are given to the Trustees; and Goods to be sold, Debts got in, and Moneys placed out at Interest, In Trust, as to one Moiety, for the Daughter, to be paid her at her Age of 21, or Day of Marriage; and if she dies before, to go to the Son; and the other Moiety, to go to the Wife: Proviso, that the Wife, out of the said Moiety, do maintain, educate and bring up the Son and Daughter; and pay 100 l. to bind the Son out Apprentice, and also 200 l. to the Son on the Expiration of his Apprenticeship. The Trustees are not to be accountable for bad Debts; and to be allow'd Expences, &c.*

**I**N the Name of God, Amen. I T. B. of, &c. Clothier, being well in Body, and of perfect Mind and Memory, (Thanks be to God for the same); but calling to Mind the Uncertainty of this Life, and that all Men must die; and hereby revoking all former  
and

and other Will and Wills, Testament and Testaments heretofore by me made and declared; *Do* make, ordain, publish and declare this my last Will and Testament in Manner and Form following (that is to say). *First* and principally being penitent and heartily sorry for my Sins, I commit my Soul into the Hands of Almighty God, in whom and by whose Mercy I trust and assuredly believe to be saved; and my Body I commit to the Earth, to be decently buried by and at the Discretion of my Executrix and Executors herein after named: And for the disposing of such Temporal Estate which it hath pleased God to bless me with, I do give, devise and dispose of the same in Manner and Form following; (that is to say) *Imprimis*, I give and bequeath unto my beloved Wife E. B. all such Rings, Diamonds, Jewels, Necklaces, Watches, with whatsoever properly belongs to her own particular Use and Wearing, which she shall be possess'd of, or which I shall leave at the Time of my Decease to be by her disposed of at her own free Will and Pleasure. *Item*, I give and bequeath unto my said Wife E. B. the Use, Wearing and Enjoyment of all and singular my Plate, Bedding, Linnen, Woollen, Household Goods and Implements of Household, of what Nature or Quality soever, for and during the Term of her natural Life; with full Power and Authority to and for her my said Wife either in her Life-time, or in and by her last Will and Testament to give and dispose of the same unto and between my Son and Daughter W. B. and A. B. as she shall think fit, in Case that they my said Children or either of them shall happen to survive her, but to  
no



no other Person or Persons whatsoever: But if they my said Children shall both die in the Life-time of my said Wife; *Then* I do give and bequeath all such my Plate, Bedding, Linnen, Woollen, Household-Goods and Implements of Household unto my said Wife E. B. to be disposed of at her own free Will and Pleasure. *Item*, I give and bequeath unto my loving Brother B. B. of, &c. Esq; T. C. of, &c. my Brother-in-Law R. D. of, &c. Gent. and my Kinsman W. B. of, &c. All that my Leasehold Estate which I lately purchased of, &c. situate, &c. for a Term of Years yet to come, determinable on the Lives of, &c. together with the Indenture of Lease whereby I hold the same; *To have and to hold* to them the said B. B. T. C. R. D. and W. B. their Executors, Administrators and Assigns, from and immediately after the Time of my Decease for and during the rest, Residue and Remainder then to come and unexpired of the Term to me in and by the said Indenture of Lease granted; *Upon* this Special Trust and Confidence in them reposed, and to the Intent and Purpose, that they the said B. B. T. C. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall permit and suffer her my said Wife E. B. *To have*, hold and enjoy all such my said Leasehold Estate to them given as aforesaid, and to receive and take to her own Use and Behoof the Rents, Issues and Profits thereof, from and immediately after my Decease, for and during so much of the Term to me therein granted, as shall run out and expire in the Life-time of her my said Wife; and after her Decease, *Upon* this further  
Trust

Trust and Confidence, and to the Intent and Purpose, that they the said B. B. T. C. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivors, *Do* and shall out of the Rents, Issues and Profits arising out of my said Leasehold Estate, well and truly pay and cause to be paid unto my said Daughter A. B. her Executors, Administrators and Assigns, for and during so much of the said Term to me therein granted, as shall run out and expire in the Life-time of her my said Daughter, the yearly Annuity or Sum of 20*l.* of, &c. at the two most usual Feasts or Terms in the Year (that is to say) of St. Michael, &c. by even and equal Portions, the first Payment thereof to be made at such of the said Feasts which shall first and next happen after the Decease of my said Wife; and upon this further Trust and Confidence, and to the Intent and Purpose, that they the said B. B. T. C. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall permit and suffer my said Son W. B. *To have*, hold and enjoy all such my said Leasehold Estate (charged with the said Annuity of 20*l.* *per Annum*, to my said Daughter) and to receive and take the Overplus of the Rents, Issues and Profits thereof, to his own proper Use and Behoof, from and immediately after my said Wife's Decease, for and during all the rest, Residue and Remainder of the Term to me therein granted, which shall be then to come and unexpired. *Item*, All the rest, Residue and Remainder of all and singular my Personal Estate, whether consisting in ready Money, Money due unto me

me upon Book, Bill, Bond, or any other Securities whatsoever, Goods, Wares, Stock, Working Tools or other Things belonging to the Cloathing Trade, or in any other Nature, Kind or Quality soever, not herein before given or disposed of, (after such Debts which I do or shall owe, and my Funeral Expences be well and truly paid and discharged) I do hereby give and bequeath the same unto the said B. B. T. C. &c. their Executors and Administrators; *Upon* this special Trust and Confidence, That they the said B. B. T. C. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall (as soon as conveniently may be) sell, dispose of, and convert into ready Money, all such my said Personal Estate as shall consist in Stock, Wares, Commodities, Working-Tools, or other Things belonging to the Cloathing Trade, or otherwise howsoever, and call in and receive all such Debts due unto me upon Book, Bond, Bill or other Securities whatsoever, and when and as soon as the same shall be converted into ready Money as aforesaid, I do hereby will, order, direct and appoint, That they my said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall divide into two equal Parts and Shares, all such Sum and Sums of Money as shall be by them so raised, made and received as aforesaid out of my said Personal Estate, one Moiety or half Part whereof I do hereby order, direct and appoint, shall be by them my said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, from Time  
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to Time placed, and put out at Interest to and for the Use, Benefit and Advantage of my said Daughter A. B. for and during and until such Time as she my said Daughter shall have attained the Age of 21 Years, or Day of Marriage (which shall first happen;) and when and as soon as she my said Daughter shall have attained the Age of 21 Years or Day of Marriage (which shall first happen,) *Then* I do hereby order, direct and appoint, that they my said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall pay and deliver over unto her my said Daughter, all that the said Moiety or half Part of the Money arising out of my said Personal Estate, together with the Interest and Increase thereof, had, made and received, and which shall then remain in their Hands: But if she my said Daughter shall happen to die before she shall have attained the said Age of 21 Years or Day of Marriage as aforesaid, *Then* I do hereby order, direct and appoint that they my said Trustees and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall pay and deliver over the said Moiety or half Part of the Money arising out of my said Personal Estate, together with the Interest and Increase thereof as aforesaid, unto my said Son W. B. when and as soon as he my said Son shall have attained the Age of 21 Years; And if he my said Son W. B. shall likewise happen to die before such his said Age of 21 Years, *Then* I do hereby order, direct and appoint, that they my said Trustees and the Survivors and Survivor of them, and the Executors



tors and Administrators of such Survivor, *Do* and shall immediately after the Deceases of my said Son and Daughter, pay and deliver over the said Moiety or half Part of the Moneys arising out of my said Personal Estate, together with the Interest and Increase thereof as aforesaid, unto my said Wife E. B. *And* as for and concerning the other Moiety or half Part of the Moneys arising out of my said Personal Estate, I do hereby order, direct and appoint, that they the said B. B. T. C. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, *Do* pay and deliver over the same unto my said Wife E. B. or place and put out the same at Interest, to and for the Use, Benefit and Advantage, and by and with the Consent and Approbation of her my said Wife at her Election, The which said last mentioned Moiety or half Part of the Moneys arising out of my said Personal Estate, I do hereby give and bequeath unto her my said Wife E. B. *Provided* nevertheless, and upon Condition, that she my said Wife do and shall, out of her said Moiety, maintain, educate and bring up them my said Children W. and A. during their Minority; and do and shall also pay to and for the Binding forth Apprentice my said Son W. B. when he shall by my said Trustees or the Survivors and Survivor of them, or the Executors or Administrators of such Survivor, be thought of Age convenient to be placed forth Apprentice, so much Money (not exceeding the Sum of 100 l.) as they my said Trustees or the Survivors or Survivor of them, and the Executors and Administrators of such Survivor shall think proper and require; and further do and shall likewise

likewise pay unto my said Son W. B. the Sum of 200*l.* of, &c. when and as soon as he my said Son shall have fully served and compleated the Term of his Apprenticeship. *And lastly,* I do hereby make, constitute, nominate and appoint her my said Wife E. B. together with the said B. B. T. C. &c. joint Executrix and Executors of this my last Will and Testament, desiring them to take upon them the Execution thereof, and to see the same duly and truly performed; And my last Will is, and I do hereby order, direct and appoint that they my said Trustees the said B. B. T. C. &c. their Executors or Administrators or any of them, shall not be accountable for any Sum or Sums of Money which shall be by them in the Execution of the Trust hereby in them reposed, put out at Interest and become irrecoverable thro' the Insolvency of any Person or Persons whatsoever, to whom the same shall be at any Time lent or put forth at Interest; and also that all such reasonable Expences, Costs and Charges, as they my said Trustees shall be at or expend in the Execution of this my Will, and the Trust in them reposed, shall be from Time to Time paid, born and discharged out of my said Personal Estate given to them in Trust as aforesaid, and the Interest and Increase thereof. *In Witness, &c.*

*A Devise*

*A Devise of a Sum of Money to a Son, over and above a Legacy given by another Will, to be laid out in the Purchase of some Place of Employment; and of an yearly Sum for Maintenance of Children in their Minority; and a large Sum is given to another Son, to be laid out by the Executor in a Purchase of Lands. The Executor is to find one of the Sons with Apparel during his Apprenticeship; And a Sum of Money to be paid the Son within one Year after he has set up his Trade, with the Approbation of the Executor: Leasehold Houses, and Brewing Vessels and Utensils, &c. are given to the Sons when of Age, and at the End of an Apprenticeship; Devise of Household-Stuff, Furniture, Linnen, &c.*

**I** Mprimis, I give and bequeath unto my Son A. B. the Sum of 500 l. of, &c. over and above the Legacy given him in and by the last Will and Testament of W. B. my deceased Husband; to be laid out and employed in the Purchase of some Place of Employment or other Purchase, as my Executor hereafter named shall approve of, and as the Legacy to him given in and by the said last Will and Testament of my said deceased Husband is ordered and appointed. *Item*, I give and bequeath unto my Grandson J. B. Son of the said A. B. the Sum of 100 l. of, &c. over and above the Legacy given him in and by the last Will and Testament of my said deceased Husband, to be paid unto him when and as soon as he shall have attained the Age of 21 Years: And I do hereby order and appoint, That my Executor hereafter named, do and shall allow and pay the yearly Sum of 20 l. out of my Estate,

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to and for the Maintenance and Education of him my said Grandson until he shall attain the Age of 21 Years. *And* when and as soon as my Son W. shall have attained the Age of 21 Years, *Then* I do hereby give and bequeath unto my said Son W. B. *All* that my Messuage or Tenement situate, &c. with all my Interest, Estate and Term of Years therein; subject to and charged with and for the Payment of the yearly Rent of, &c. *per Annum*, as and for his Part and Share of the Ground-Rent reserved and payable in and by the Indenture of Lease whereby the said Messuage or Tenement are held, with several others, from the Earl of C. *And also*, I do also give and bequeath unto him said Son W. the Sum of 1500 *l.* of, &c. to be laid out and employed by my Executor hereafter named, to the best Advantage, in some convenient Purchase, to and for the Use and Benefit of him my said Son within two Years next after my Decease. *Item*, My Will is, and I do hereby order, direct and appoint, That my Executor hereafter named do and shall out of my Estate find and provide my Son J. B. with Apparel of all Sorts not exceeding 10 *l.* *per Annum* during the Term of his Apprenticeship; and when and as soon as he my said Son J. shall have finished the Term of his Apprenticeship, *Then* I do hereby give and bequeath unto him my said Son J. B. *All* that my other Messuage or Tenement in, &c. now in the Possession of, &c. with all my Interest, Estate and Term of Years therein, subject to and charged with and for the Payment of the yearly Rent or Sum of, &c. *per Annum*, as and for his Part and Share of the Ground-Rent reserved and payable in and by the



the Indenture of Lease whereby the said Messuage or Tenement is held, with several others from the said Earl of C. *And also.* I give and bequeath unto him my said Son J. B. the Sum of 500*l.* of, &c. over and above the Legacy to him given in and by the last Will and Testament of my late deceased Husband, to be paid unto him out of my Estate within one Year next after he shall have set up the Trade of a *Soap-boiler*, with the good liking and Approbation of my Executor hereafter named, and not otherwise. *Item,* I give and bequeath unto said Son J. B. *All* that my now dwelling House, situate, &c. together with all and singular the Goods, Household-stuff and Furniture thereof, or thereunto belonging, and also all that my Brew-house, Horses, Drays, Casks, Coppers, Backs and Tuns lying, &c. with all the Utensils for Brewing, and all other the Stock and Furniture therein and thereto belonging; charged with and subject to and for the Payment of the rest, Residue and Remainder of the Ground-Rent reserved and payable in and by the Indenture of Lease, whereby the said Dwelling-House and Brew-house, with the two other Messuages or Tenements before mentioned are held from the said Earl of C. and all my Interest, Estate and Term of Years therein; to be managed, ordered and improved by my Executor hereafter named to and for the Use and Benefit of my Son J. during his Minority, until he shall have attained the Age of 21 Years. *Item,* I give and bequeath unto my Niece the Lady S. my finest Pair of *Holland* Sheets, with the Pillow-cases thereunto belonging, and a broad Medal gilt with Gold. *Item,* I give and bequeath all the rest of my

Linnen unto my three Sons, A. W. and J. to be equally divided between them Share and Share alike. *Item*, I give and bequeath unto my Sister M. B. Wife of my Brother J. B. my two Mantuas lin'd with Silver, my Petticoat strip'd with Gold, my dark-coloured Petticoat trim'd with Silver, and my olive-coloured Petticoat trim'd with Silver, with all my Laces and *Holland* Shifts. *Item*, I give and bequeath to C. B. my late Husband's Mother, 20 Guineas in Gold; and 10 Guineas to my Sister-in-Law M. B. *Item*, I give and bequeath to my said Brother and Sister J. and M. B. and to my said Niece the Lady S. and to her Husband, if she shall be then married, to each of them Mourning. *Item*, I give and bequeath to M. L. Wife of A. L. of, &c. 10*l.* and to Mrs. J. B. Widow, 10*l.* and to Mrs. A. 5*l.* of, &c. *Item*, All the rest, Residue and Remainder of my Goods, Chattels, Household-stuff, Stock, Utensils, ready Money, Money due upon Book, Bills, Bonds, Judgments, Executions, Mortgages, Plate, Rings, Jewels, and all other my Estate whatsoever or wheresoever, (after that my Debts, Charges in Sickness, Funeral Expences, and the Legacies herein before given and bequeathed shall be fully paid and satisfied) I give and bequeath the same unto my Son J. B. to be ordered, preserved, managed and improved by my Executor hereafter named for his Use and Benefit, until he shall attain the Age of 21 Years. *Lastly*, I do hereby nominate constitute and appoint him my said Brother J. B. whole and sole Executor of this my last Will and Testament; and I hereby revoke, disannul and make void all and all Manner of former and other Will and Wills;

Testament

Testament and Testaments, heretofore by me made and declared either in Word or in Writing, and do publish and declare this to be my last Will and Testament. *In Witness, &c.*

*A Will with Devise of Leasehold Messuages, &c. to the Executors, In Trust to receive the Rents and Profits; and thereout pay the Wife an Annuity of 50l. per Ann. during her Life; and also 50l. per Ann. to a Daughter during the Life of the Wife, for the Maintenance and Education of several Grandchildren; but if the Daughter neglects to maintain them as she ought, the Executors may pay the last 50l. per Ann. to whom they think fit, for the better Maintenance and Education of such Grandchildren: An Annuity of 20l. per Ann. is given to the Daughter for Life; and after the Death of the Wife, Part of the Messuages to the Daughter, &c. And the Rents of the Residue to be employed by the Executors, for the further Maintenance of the Grandchildren, until they are of Age, or marry; and after that, the Messuages are severally devised to them. One of the Executors is to receive the Rents, and account with the rest; and have reasonable Allowance for the doing thereof, &c.*

**I**N the Name of God, Amen. I A. W. of, &c. *Imprimis*, I give and bequeath, &c. *Item*, it is my Will, and I do hereby order, direct and appoint, That all and every my Leasehold Messuages or Tenements hereafter mentioned; (that is to say) One Messuage or Tenement situate in, &c. held by Lease from, &c. One other Messuage or Tenement in, &c. held by Lease from, &c. together with all other my

Leasehold Messuages or Tenements, (except the Dwelling-house I now live in, held by Lease from, &c.) shall immediately after my Decease, be, remain and continue in the Hands, Trust and Possession of W.O. of, &c. W.V. of, &c. and J.S. of, &c. my Executors hereafter named, and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them; *In Trust*, That they my said Executors do from Time to Time receive the Rents, Issues and Profits of my said Leasehold Estate, and thereout pay and satisfy the several Annuities and yearly Sums of Money herein after mentioned, and further manage, imploy, order and dispose of the same, in Manner as is herein after ordered, directed and appointed; (that is to say) I do hereby order, direct and appoint, That they my said Executors do out of the Rents, Issues and Profits of my said Leasehold Estates, well and truly pay or cause to be paid unto my loving Wife E.W. for and during her natural Life, the yearly Annuity or clear yearly Sum of 50*l.* &c. by four equal Quarterly Payments, on the four most usual Feasts or Terms in the Year, (that is to say) &c. without any Manner of Deduction or Abatement of or for any Taxes, Ground-Rennt, or other Payments whatsoever. *And also*, I do hereby order, direct and appoint, That they my said Executors do out of the Rents, Issues and Profits of my said Leasehold Estates in their Trust and Possession, well and truly pay or cause to be paid, during the natural Life of her my said Wife, the



the further Annuity or clear yearly Sum of 50*l.* of, &c. by like equal and quarterly Payments, for and towards the Maintenance and Education of my seven poor Fatherless Grandchildren, Daughters of my deceased Son R.W. (*viz.*) T. P. D. J. &c. and the Survivors and Survivor of them, without Abatement or Deduction for any Taxes, Ground-Rents or other Payments, and without any Abatement in Case of the Death of either or any of them, Unto my Daughter-in-Law D. W. their Mother, during so long Time as she shall continue carefully to educate and bring them up: But if she my said Daughter shall neglect so to educate and bring up my said Grandchildren, as in the Judgment of my said Executors she ought to do, Then the same to be paid by my said Executors unto such Person or Persons as they my said Executors shall think fit to intrust with the Education of my said Grandchildren. *And likewise*, I do hereby order, direct and appoint, That they my said Executors do out of the Rents, Issues and Profits of my said Leasehold Estates, well and truly pay or cause to be paid unto my Daughter A. H. for and during the natural Life of her my said Daughter, the Annuity or clear yearly Sum of 20*l.* of like, &c. by like equal and quarterly Payments, without Deduction or Abatement for any Manner of Taxes, Ground-Rents, or other Abatements whatsoever. *And further*, I do hereby will, order, direct and appoint, That the rest, Residue and Remainder of all and singular the Rents, Issues and Profits of my said Leasehold Estates, (except before ex-

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cepted,

cepted, if any be) shall be from Time to Time, during the Life of her my said Wife, paid and employed to and for the further and better Maintenance and Education of them my said seven Fatherless Grandchildren, Daughters of my said deceased Son R. W. *And* from and immediately after the Decease of her my said Wife, *Then* my Will is, and I do hereby give and bequeath unto her my said Daughter A. H. and to her two Children, G. and M. H. *All* those my said three small Messuages or Tenements in, &c. and the Rents, Issues and Profits thereof, equally between them Part and Share alike, for and in Lieu of her said Annuity. *And further*, I do hereby give and bequeath unto her my said Daughter A. H. and to her three Children, G. M. and H. *All* that my said Messuage or Tenement in, &c. with the Rents, Issues and Profits thereof, equally between them Part and Share alike. *And* from and immediately after such the Decease of her my said Wife, my Will is, and I do hereby further order, direct and appoint, That the Rents, Issues and Profits of the rest, Residue and Remainder of all and singular my said Leasehold Estates (except before excepted) shall be from Time to Time paid and employed by my said Executors to and for the Maintenance and Education of them my said seven Fatherless Grandchildren, and the Survivors and Survivor of them, until that they my said seven Grandchildren shall respectively attain their several Ages of 19 Years, or Day of Marriage, (which shall first happen :) *And* when and as soon as they my said Grandchildren shall gradually and respectively attain their said Ages of 19 Years, or Day of Marriage, (which

(which shall first happen as aforesaid) *Then* I do hereby give and bequeath *All* those my said Leasehold Estates above-mentioned (excepted) in Manner following; (*viz.*) *All* that my Messuage or Tenement in, &c. with the Rents, Issues and Profits thereof, unto T. and P. two of them my said Fatherless Grandchildren, equally between them Part and Share alike, as and for their Share of my said Leasehold Estate, and the Profits thereof, *All* that my said Messuage or Tenement in, &c. aforesaid, with the Rents, Issues and Profits thereof, unto D. and J. two other of my said Fatherless Grandchildren, equally between them Part and Share alike, as and for their Share of my said Leasehold Estates, and the Profits thereof. *And* all those my said three small Messuages or Tenements in, &c. with the Rents, Issues and Profits thereof, unto M. A. and L. three other of my said Fatherless Grandchildren, equally between them Part and Share alike, as and for their Share of my said Leasehold Estates, and the Profits thereof. *And* if either or any of them my said Grandchildren shall happen to die before they shall have attained their respective Ages of 19 Years, or Day of Marriage as aforesaid, (which shall first happen) *Then* my Will is, and I do hereby give and bequeath the Part, Share and Proportion of my said Leasehold Estates so given to her or them so dying as aforesaid, unto and amongst such of them my said Grandchildren as shall live to attain the Age of 19 Years, or Day of Marriage, (which shall first happen) to be equally divided between them Share and Share alike. *Item*, I give and bequeath all that my Dwelling-house in, &c. (before excepted)

cepted) unto my loving Wife E. W. during all the Term of Years to come therein, (if she my said Wife shall happen so long to live :) And after the Decease of her my said Wife, I do hereby give and bequeath the same, with the Rents, Issues and Profits thereof, unto and amongst my said seven Fatherless Grandchildren, Daughters of my said deceased Son R. W. and to the Survivors and Survivor of them, equally between them Part and Share alike. *Lastly*, I do hereby nominate, constitute and appoint them the said W. O. W. U. and J. S. Joint Executors of this my last Will and Testament; desiring that the said J. S. may from Time to Time receive the Rents, Issues and Profits of my said Estate, having a reasonable Allowance for the doing thereof, and account for the same yearly once in every Year unto the other of my said Executors; and also desiring all of them my said Executors to take upon themselves the Trust herein in them reposed; and to see that this my Will be duly and truly performed. *In Witness, &c.*

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*A Will*



*A Will with Devise of Freehold Lands, Leasehold Land, and Copyhold: The Freehold Lands are devised to Trustees for 200 Years, to raise Portions; and after the Portions are raised and paid, then to remain to a Daughter for Life, Remainder to a Grandson and the Heirs of his Body; and for Default of such Heirs, the Premises is divided into several Parts and given to several Kinsmen and their Heirs: Proviso, If any Person intitled to the Premises by Virtue of this Will, pay or secure the Portions, the Term 200 Years to attend the Fee for the Benefit of such Person to whom it belongs. The Land held by Lease for 500 Years, is devised to the Daughter for Life; and after her Decease, to the Grandson, his Executors, &c. for the Remainder of the Term; and the Copyhold Lands are given to several Grandsons, &c. and their Heirs, by Virtue of a Surrender in the Copyhold-Court.*

**I** Mprimis, I give and bequeath to, &c. Item, I give, devise and bequeath, *All those my Freehold Lands, Tenements and Hereditaments which I hold in Fee-Simple, situate, lying and being in and about, or in the Towns, Villages, Parishes, Limits or Precincts of A. and H. or either of them in the County of, &c. and in and about or in the Towns, Villages, Parishes, Limits or Precincts of H. and L. or either of them in the County of, &c. with the Rents, Issues and Profits of all and singular the said Premises unto J. M. of, &c. and W. M. of, &c. To have and to hold the said Lands, Tenements, Hereditaments and Premises to them the said J. M. and W. M. their Executors, Administrators and Assigns, from and im-*  
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immediately after my Decease, for and during and unto the full End and Term of 200 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Wastte; *In Trust* nevertheless and to the Intent and Purpose that they the said J. M. and W. M. their Executors, Administrators or Assigns, do and shall out of the Rents, Issues and Profits thereout or thereby arising, or by Assignment of the said Term, or by Grant, Mortgage or Sale of the said Premisses or any Part thereof, raise the Sum of 500*l.* of, &c. clear of all Payments, Charges and Deductions whatsoever; and the said clear Sum of 500*l.* so raised as aforesaid do pay or secure to be paid unto my loving Grandaughter M. C. Daughter of J. C. of, &c. and M. his Wife, when and as soon as she shall attain to her Age of 21 Years or be married (which shall first happen;) *And* if it shall happen that my said Grandaughter M. C. shall depart this Life before she shall have attained her said Age of 21 Years, or be married; *then* upon this further Trust and to the Intent and Purpose that they the said J. M. and W. M. their Executors, Administrators and Assigns, do and shall out of the Rents, Issues and Profits, or by Grant, Mortgage or Sale of the said Premisses, or any Part thereof, or by Assignment of the said Term raise the Sum of 500*l.* clear as aforesaid, and the same do pay or secure to be paid unto the next Child (be the same a Son or a Daughter) which shall hereafter be lawfully issuing on the Body of my Daughter A. C. and which shall live to attain the said Age of 21 Years or be married, which shall first happen, if a Daughter, and if a Son then the said Age of 21 Years only; the which said Sum of 500*l.*

500 l. so to be raised and to be paid as aforesaid, I do hereby give and bequeath unto my said Grandaughter M. C. and in Case of her Decease to such next Child so hereafter to be issuing on the Body of my said Daughter A. C. who shall attain the said Age of 21 Years or be married as aforesaid. *Item*, from and immediately after, and as soon as they the said J. M. and W. M. or their Executors, &c. shall have raised the said Sum of 500 l. clear from all Payments, Charges and Deductions out of my said Freehold Lands, Tenements and Hereditaments as herein is before appointed; or in Case of the said M. C. or other Child respectively before the respective Times of Payment aforesaid, *then* my Will is, and I do hereby give and devise *All* and singular the said Premises, and the Reversion and Reversions, Remainder and Remainders of all and singular those my Freehold Lands, Tenements and Hereditaments above-mentioned, with the Rents, Issues and Profits thereof, and of every Part thereof unto my said Daughter A. C. *To have and to hold* to her my said Daughter A. C. from thenceforth for and during the Term of her natural Life; and from and immediately after the Decease of the said A. C. *then* I do hereby give, devise and bequeath the said Premises, and the Reversion and Reversions, Remainder and Remainders of all and singular those my Freehold Lands, Tenements and Hereditaments aforesaid, with the Rents, Issues and Profits thereof, and of every Part thereof unto my loving Grandson J. C. Son of my said Daughter A. C. and to the Heirs of his Body lawfully to be begotten; and for Default of such Issue, *then* I do hereby give, devise and bequeath the same unto the Heirs of  
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the Body of my said Daughter A. C. lawfully begotten or to be begotten; and for Default of such Issue, *then* do I hereby give, devise and bequeath, all and singular those my said Freehold Lands, Tenements and Hereditaments situate in, &c. *aforesaid*, with the Rents, Issues and Profits thereof unto my Kinsman J. J. Son of, &c. and his Heirs for ever; and all and singular those my Freehold Lands, Tenements and Hereditaments in, &c. *aforesaid*, with the Rents, Issues and Profits thereof, (for Default of such Issue as *aforesaid*) unto my Kinsman W. J. Son of, &c. and his Heirs for ever; and also all and singular those my Freehold Lands, Tenements and Hereditaments in, &c. *aforesaid*, with the Rents, Issues and Profits thereof, (for Default of such Issue as *aforesaid*) unto my Kinsman T. J. Son of, &c. and his Heirs for ever. *Provided* nevertheless, and it is the true Intent and Meaning of this my Will, That if she my said Daughter A. C. or any other Person or Persons to whom the Freehold and Inheritance of the Premises for the Time being, shall by force of this Will immediately appertain, do and shall, well and truly pay and secure to my said Trustees good Liking and Approbation the said Sum of 500 *l.* of, &c. in Manner as herein before is mentioned; or in Case of the Death of the said M. C. or other Child respectively before the respective Times of Payment thereof *aforesaid*, that then and from thenceforth the said Term of 200 Years so before granted to my Trustees of and in my said Freehold Lands, Tenements and Hereditaments, and the said Estate hereby given to them therein, or so much thereof as shall not be applied for raising the said 500 *l.* as *aforesaid*, shall thenceforth attend and be subject to the  
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immediate Freehold and Inheritance thereof, as the same is herein before limited, directed and appointed, and be for the Benefit of the Person or Persons to whom the same shall for the Time being appertain and belong. *Item*, I give and bequeath unto my said Daughter A. C. the Rents, Issues and Profits of all and singular those my Leasehold Lands and Tenements situate in, &c. aforesaid, from and immediately after the Time of my Decease, for and during her natural Life; and from and after the Decease of her my said Daughter, *then* I do hereby give and bequeath the same Premises and every Part thereof, with the Rents, Issues and Profits thereof, unto my said Grandson J. C. *To hold* to him, his Executors, Administrators and Assigns from thenceforth for and during all the remaining Term of Years then to come of the Term of 500 Years which I have therein. *Item*, as for and concerning all and singular those my Copyhold Lands, Tenements and Hereditaments in, &c. aforesaid, and every of them, with the Rents, Issues and Profits thereof, (the same being already surrender'd in the Court of, &c. to the Use of my last Will) I do hereby order, give, devise and bequeath the same in Manner and Form following; (that is to say) unto my said Daughter A. C. from and immediately after my Decease, for and during her natural Life; and after her Decease, *then* to my said Grandson J. C. and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, *then* to the Heirs on the Body of my said Daughter A. C. lawfully begotten or to be begotten; and for Default of such Issue, *then* as touching and concerning all and singular those my Copyhold Lands, Tenements and Hereditaments situate  
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in, &c. aforesaid, with the Rents, Issues and Profits thereof, unto my said Kinsman J. J. Son of, &c. and to his Heirs for ever; And as for and concerning all and singular those my Copyhold Lands, Tenements and Hereditaments in, &c. aforesaid, with the Rents, Issues and Profits thereof unto my said Kinsman W. J. Son of, &c. and to his Heirs for ever: And as for and concerning all and singular those my Copyhold Lands, Tenements and Hereditaments in, &c. aforesaid, with the Rents, Issues and Profits thereof, unto my said Kinsman J. J. Son of, &c. and to his Heirs for ever. *Item*, I give and bequeath unto my said Grandson J. C. all my Silver Plate of what Fashion soever, my Clock and my best Bed, with all the Furniture, Bedding and Appurtenances thereto belonging, *Item*, all the rest of my Goods, Cloaths, Household-stuff, Implements of Household, ready Money, Rings, Bedding, Linnen, Wollen, Pewter, Brasses, wearing Apparel, and all other my Estate Real and Personal whatsoever or wheresoever (my Debts, Legacies and Funeral Charges being first paid and discharged) I give, devise and bequeath the same unto my said Daughter A. C. And I do hereby make and ordain her my said Daughter A. C. and the said J. M. and W. M. joint Executrix and Executors of this my last Will and Testament. *In Witness, &c.*

*A Will*

- *A Will with Devise of Legacies in Money, and of Plate, Goods, Pictures, &c. to divers Persons; and of a large Sum of Money secured by Mortgage, to Trustees, to be recovered and paid to and amongst Relations: A House and Lands, and the Remainder of the Testator's Estate, are given and devised to a married Sister, and her Heirs, to her separate Use; with Power to dispose of the same as she thinks fit.*

**I**N the Name of God Amen. The Day of, &c. in the Year of our Lord, &c. I H. T. of, &c. Widow, do make my last Will and Testament in Manner and Form following. First, I bequeath my Soul unto Almighty God, hoping, and assuredly believing, thro' the Merits of Jesus Christ, to inherit everlasting Life; and my Body I commit to the Earth, to be buried decently but privately, at, &c. And as to my Worldly Estate, I dispose thereof as followeth, (that is to say) I do first appoint all my Debts and Funeral Expences to be paid out of my Real and Personal Estate, by my Executors herein after named. I give to my Cousin J. B. of, &c. 10*l*. I give to my Cousin C. T. the Sum of 50*l*. I give to my Cousin E. N. the Sum of 100*l*. I give to B. S. of, &c. Esq; ten Guineas. I give G. S. Esq; of, &c. twenty Guineas. I give to G. T. Rector of, &c. the Sum of 5*l*. I give to Mrs. A. E. of, &c. 10*l*. I give to my Servant Maid M. Y. 5*l*. I give to, &c. 10*l*. a-piece to buy them Mourning. All which Legacies before mentioned, I do order to be paid within six Months after my Decease, by my Executors herein after mentioned. I give to my Niece E. B. my

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Gold

Gold Watch, with the Chain and all the Seals thereunto belonging, which are at present in Number Five, together with all my wearing Apparel; and also I give to her the said E. B. my Tortoise-shell Trunk, and what shall remain therein at the Time of my Death. I give to my Niece H. B. my Diamond Ear-Rings, with my Tweezer Case. I give my Household-Goods, Pictures and Linnen to my Niece A. B. I give all my Plate to my Sister B. *And whereas* my Brother S. B. of, &c. Gent. stands duly Indebted unto me in the Sum of 650 *l.* and upwards, and for securing the same divers Messuages, Lands and Tenements at, &c. aforesaid, are charged therewith, and stand mortgaged in and by one Indenture Tripartite bearing Date, &c. and made between my late Mother H. B. of the first Part; my Brother S. B. of the second Part; and T. W. of, &c. (since deceased) and the said G. S. of the third Part. *Now* I give and devise all the said Sum of Money, both Principal and Interest, and all the Arrears and accruing Interest thereof, unto my Trustee the said G. S. his Executors, Administrators and Assigns, together with all Securities thereunto belonging, to be called in and recovered by Suit or Suits at Law or otherwise as soon as may be; I Trust to be applied and disposed of to the Persons and Purposes herein after mentioned; first, that he the said G. S. may be indemnified from all Costs, Charges and Trouble in and about the said Trusts and Suits, and out of the Overplus of the same Money to pay the following Legacies; *viz.* To my said Nieces E. B. the Sum of 250 *l.* with Interest from my Death: And as to my Niece H. B. the Sum of 250 *l.* with Interest as aforesaid; and in  
 Case



Case either the said E. B. or H. B. shall die before the same shall be recovered and paid; then my Will is, that the Survivor of them shall take the whole Legacy devised to them as aforesaid: To my Nephew C. B. the Sum of 100*l.* to be paid him with Interest from my Death; and to my Nephew R. B. the Sum of 50*l.* with Interest as aforesaid: But my Will and Intent is, that my said Trustee G. S. shall not be chargeable for any more Money than he shall actually recover and receive; and if there be not enough recovered of the said Money to pay the said last mentioned Legacies to my Nieces E. and H. B. and Nephews C. and R. B. then and in that Case, they shall be paid in Proportion thereto, as far as the Money recovered will extend, and no further. *Provided*, that in Case the Money due and charged upon the Estate at, &c. or any Part thereof, shall not be recovered, that then the Legacies last devised to E. H. B. and to C. and R. B. shall not become any Charge upon my Executors, or they be answerable for the same, but the said Legacies shall cease and be void; only my said Executors shall indemnify and pay my said Trustee for his Trouble and Costs, in and about prosecuting for the same, and in the Trusts and Suits aforesaid: And I do expressly charge my said Trustee, not to consent to any Act, which my Brother B. may prevail upon his Children to acquiesce in, for remitting or abating to him, of any Part of the said Money; for it is my Will and Intention, that the said Legatees shall have the whole Benefit of the Legacies aforesaid. *Item*, I give to my Sister S. J. Wife of H. J. of, &c. Gent. my large House and Gardens, standing and being in, &c.

with the Outhouses, Buildings, Lands and Appurtenances thereunto belonging, to her and her Heirs for ever ; together with the rest, Residue and Remainder of my Real and Personal Estate, not herein before particularly devised, and with Power for her the said S. J. to dispose of the same at her Will and Pleasure, notwithstanding her Coverture; and my Intent is, that her said Husband H. J. shall not have any Power to dispose of the same, or any Part thereof, but the Benefit that she shall have by this Devise, shall be for her own separate Use, with full Power to give and dispose of the same, by her last Will and Testament, or by any other Ways as she shall think fit. *And* I do make the said H. J. and his Wife S. J. Executors of this my last Will and Testament, hereby revoking all former Wills by me made : And I do desire my said Trustee G. S. and my Friend B. S. to be aiding and assisting to my said Executors in getting in all my just Debts, and the Execution of this my Will. *In Witness, &c.*

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*A Will*

*A Will reciting the Suffering a Recovery of Lands, and an Indenture declaring the Uses thereof, with Power in the said Indenture for the Testator by any Writing, or by his Will to revoke the Uses in the said Indenture, made by Way of Revocation; and Part of the Lands given to the Wife for Life; and after her Decease, the same is devised to Trustees, in order to be sold, and out of the Money arising by such Sale, to pay several Legacies to several Persons; other Legacies are given out of the Personal Estate; and a Debt due by Bond to the Testator is bequeathed to the Person from whom due, &c.*

**I**N the Name of God, Amen, &c. *Imprimis, I give and bequeath, &c. And whereas I the said J.B. by Virtue of the last Will and Testament of my late Brother of the half Blood T.S. deceased, being Tenant in Tail of and in All that Close or Piece or Parcel of Ground commonly called or known by the Name of, &c. lying and being in, &c. containing, &c. And also of and in all that Messuage, and of and in all and singular other the Messuages, Lands, Tenements and Hereditaments of him my said late deceased Brother, situate, &c. Did, in Michaelmas Term last past, suffer a Common Recovery in due Form of Law to be had and perfected, of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses. And whereas by Indenture Tripartite, bearing Date, &c. made or mentioned to be made between me the said J.B. of the first Part, T.B. of, &c. and R.E. of, &c. of the second Part, and J.B. of, &c. and G.B. of, &c. of the third Part; It*

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was declared and agreed by and between all the said Parties to the said Indenture, that the said Recovery and Recoveries so as aforesaid had of the said Messuages, Clofes, Lands, Hereditaments and Premisses, and all other Conveyances and Assurances in the Law whatsoever should be and enure to the Uses, Intents and Purposes, and under and subject to the Provisoes and Agreements therein after mentioned, expressed and declared; (that is to say) *To* the Use and Behoof of me the said J. B. and of the Heirs of the Body of me the said J. B. lawfully to be begotten; and for Default of such Heirs, *then* to the Use and Behoof of D. B. Widow and Relict of, &c. and Mother of me the said J. B. and of the Heirs and Assigns of the said D. B. for ever; with Power of Revocation to me in and by the said recited Indenture reserved, in these Words, or to the Effect following; (that is to say) *Provided* always, and it is hereby declared and agreed by and between all the said Parties to these Presents, That if the said J. B. shall be minded at any Time or Times hereafter to revoke, alter, make void or change all and every or any the Use or Uses, Estate or Estates herein before limited or declared, and shall testify and declare such his Mind by any Writing or Writings under his Hand and Seal, attested by three or more credible Witnesses, or by his last Will and Testament in Writing to be by him signed, sealed, published and declared in the Presence of the like Number of Witnesses, *then* and at all Times from thenceforth all and every or such of the said Uses and Estates whereof or concerning which he shall so declare his Mind to revoke as aforesaid, shall cease, determine and be void to all Intents and Purposes; and then also and at all Times



Times from thenceforth, it shall and may be lawful to and for the said J. B. by the same Writing or Writings, or last Will and Testament in Writing, or by any other Writing or Writings to be by him signed and sealed in the Presence of the like Number of Witnesses, to declare, limit or appoint any new or other Use or Uses, Estate or Estates, Trust or Trusts, Power or Powers of or concerning all and every or such of the said Lands, Tenements, Hereditaments and Premises, concerning which such Revocation shall be made as aforesaid, any Thing in these Presents contained to the contrary thereof in any wise notwithstanding, as in and by the said recited Indenture Tripartite it doth and may appear. Now I the said J. B. by Force and Virtue of the said Power of Revocation to me in and by the said recited Indenture reserved, Do by this my last Will and Testament declare that I am now minded to revoke, make void and null, and do hereby make void and null, and declare, that all and every the Use and Uses, Estate and Estates, Trust and Trusts in and by the said recited Indenture made, raised, limited, mentioned or declared, are revoked and hereby made void, and from henceforth shall cease, determine and be void to all Intents and Purposes whatsoever, only as for and concerning the said Close or Piece or Parcel of Ground, with the Appurtenances, called, &c. and no further or otherwise; And for the settling and disposing of the said Close or Piece or Parcel of Ground called, &c. whereof the said Uses and Estates are so hereby revoked and made void as aforesaid, I do hereby give, devise and bequeath the same and every Part and Parcel thereof, with the Appurtenances unto the said D. B. my Mother; *To hold*

from and immediately after my Decease, for and during the Term of her natural Life; and from and immediately after the Decease of her the said D. B. *then* I do hereby give, devise and bequeath the same Close called, &c. with the Appurtenances, and every Part and Parcel thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Services, Issues and Profits thereof to the said J. B. of, &c. and J. B. of, &c. *To have and to hold* to them the said J. B. and J. B. and their Heirs and Assigns for ever; *In Trust* nevertheless, and to the Intent and Purpose, that they the said J. B. and J. B. or the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall with all convenient Speed sell the Freehold and Inheritance of all and singular the said Closes called, &c. with the Appurtenances, for as much Money as they may or can get for the same; and that they my said Trustees and the Survivor of them, or the Heirs or Assigns of such Survivor, with the Money so by them to be raised by the Sale thereof, as aforesaid, do and shall forthwith pay or cause to be paid unto the several Persons herein after named, the several Legacies or Sums of Money herein after mentioned; (that is to say) unto such Person or Persons as she my said Mother D. B. shall in and by her last Will any Testament direct and appoint the same, the Sum of 100*l.* of, &c. unto the said R. E. the Sum of 50*l.* of like, &c. unto G. E. of, &c. and &c. all which said several Legacies to be raised and paid as aforesaid, I do hereby give and bequeath unto the several and respective Persons herein before mentioned and appointed out of the Purchase-Money to be raised out of the Sale aforesaid. *Item*, as  
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for and concerning my Personal Estate, I give and bequeath to J.E. of, &c. the Sum of 40 l. of, &c. due unto me from the said J. upon Bond, together with all Interest therefore or thereupon due. *Item*, all the rest, &c. *In Witness*, &c.

*A Will with Devise of Lands and Goods to a Brother; upon Trust, to sell and dispose of the same, and pay the Debts of the Testator: First, the Brother is to retain Debts due to himself from the Testator; in the next Place, to pay Debts wherein he was bound for the Testator; and in the last Place, to pay all other the Testator's Debts whatsoever; and the Brother is made Executor.*

**I***N the Name of God, Amen. I T. D. of, &c. Whereas my Brother-in-Law J. B. of, &c. is and standeth bound, together with me, and for my proper Debts, in several Bonds, to several Persons, for divers considerable Sums of Money; And the said J. B. hath already paid for me out of his own proper Moneys several Sums to several Persons likewise on Bond. And whereas I do stand indebted unto the said J. B. in several other Sums of Money due and payable unto him, and am very willing that such Sum and Sums of Money as I owe unto the said J. B. and which he hath paid for me; and also such as are owing by me for which he stands bound to any Persons whatsoever, and all other my Debts, may be paid and discharged, so far forth as my Estate will extend to pay the same; I do therefore give, devise and bequeath unto the said J. B. All that my Messuage or Tenement and Garden, with the Appurtenances situate and being in, &c. now in the Tenure of, &c. and all other my Lands,*  
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Tenements and Hereditaments whatsoever within the Kingdom of *England*: To have and to hold to the same to the said J. B. his Heirs and Assigns for ever. *Also*, I give and bequeath unto the said J. B. all my Debts, Credits, Goods and Chattels whatsoever, and wheresoever they be; *Upon* this Trust and Confidence, that the said J. B. his Heirs, Executors and Administrators shall and may sell and dispose of the said Messuage, Lands and Tenements, and every of them, and also of all and singular the said Goods and Chattels, and shall and may use his utmost Care and Diligence for the recovering of my said Debts and Credits, and out of such Moneys as shall be recovered as aforesaid, and received upon the Sale of my said Lands, Tenements, Goods and Chattels, shall and may in the first Place deduct to him the said J. B. his Executors and Administrators, all such Money as he hath paid out of his own proper Moneys for me to any Person or Persons whatsoever, and which shall be due and payable at the Time of my Decease; and in the second Place shall and may pay all and every such Sum and Sums of Money for which the said J. B. stands engaged with me and for me to any Person or Persons whatsoever; and also in the third Place, That he the said J. B. his Executors and Administrators shall and may pay and satisfy all other my Debts to any Person or Persons whatsoever owing out of the rest and Residue of my said Estate so far forth as the same shall extend. *Lastly*, I do hereby constitute and appoint my said Brother-in-Law J. B. Executor of this my last Will and Testament, and do hereby revoke and make void all former and other Wills by me made. *In Witness, &c.*

*A Will*



*A Will, whereby Houses are devised to the Wife for Life, Remainder to a Son, and his Heirs; with a Bequest of Exchequer Orders and Annuities, on Trust to pay so much to the Wife and Children, &c. Also Lands in Ireland, given to Trustees, to be sold first for Payment of Debts; then the Residue of the Money, to be paid to a Daughter for her Portion, and to the Son, at their Ages; And if they die before, to go to Brothers, &c.*

**I**N the Name of God, Amen. I A. W. of, &c. do, this Day, &c. in the Year, &c. make and publish this my last Will and Testament, in Manner following; (that is to say) *Imprimis*, I commend my Soul into the Hands of Almighty God, and my Body I commit to the Earth, to be decently buried, by and at the Discretion of my Executrix herein after named; And as for that Worldly Estate with which it has pleased God to bless me, I give and dispose of the same as follows; *First*, I give to my loving Wife E. W. all my Plate, Jewels and Household Goods, of what Nature or Quality soever, to be by her disposed of at her free Will and Pleasure. *Item*, I give to my said Wife E. W. All that my House and Malt-house, lying and being in, &c. with the Appurtenances thereunto belonging, To hold to her my said Wife during the Term of her natural Life; and from and after her Decease, I give and devise the same, and the Reversion and Reversions, Remainder and Remainders thereof, unto my Son B. W. and his Heirs and Assigns for ever. *Item*, I give and devise to my said Wife E. W. All that my new built  
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Stone House or Messuage, with all and singular the Appurtenances thereunto belonging, lying and being in, &c. aforesaid, now in the Tenure or Occupation of, &c. lately descended and fallen to me by the Death of my elder Brother T. W. Gent. deceased; with my two Meadow Grounds, and six small Tenements in the Parish of, &c. aforesaid, To hold to her my said Wife, during the Term of her natural Life; and from and after her Decease I give and devise the same, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof, unto my said Son B. W. and his Heirs and Assigns for ever.

*Item*, I give and bequeath my Exchequer Order, dated, &c. Number, &c. for One Hundred Pounds, the Interest whereof is payable for and during the Life of my said Wife E. W. on Survivorship of Lives, out of the Duties of Excise, to my worthy Friend C. T. of, &c. Esq; and my loving Brother G. W. of, &c. To hold to them, their Executors, Administrators and Assigns, during the Remainder of the Estate I have therein, for the Life of my said Wife E. W. Upon Trust, and to the Intent and Purpose, That they the said C. T. and G. W. and the Survivor of them, and the Executors and Administrators of such Survivor, Do from Time to Time have and receive, at the Receipt of the Exchequer, all the Interest and Increase which shall grow due on the said One Hundred Pounds Exchequer Order, and pay thereout the yearly Sum of 10 l. to her my said Wife E. W. during her Life; and in Trust, as to what Interest shall arise and remain, exceeding the said 10 l. a-Year. That they the said C. T. and G. W. and the Survivor  
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of them, and the Executors and Administrators of such Survivor, do pay and divide the same yearly to and between my Son B. W. and Daughter M. W. equally between them Share and Share alike. *Item*, I give and devise *All* those my Mills of, &c. called by the Name of, &c. with their Appurtenances in, &c. in the Kingdom of *Ireland*, by me purchased of, &c. with the Privileges, Advantages, Profits, Benefit and Stock in Trade, thereunto belonging, and all other my Real and Personal Estate and Debts to me due in the said Kingdom of *Ireland*, to my loving and good Friends L. W. of the City of *Dublin*, Esq; and J. N. of the said City, Gent. *To hold* to them, their Heirs, Executors, Administrators and Assigns for ever; upon this special Trust and Confidence, and to the Intent and Purpose, that they the said L. W. and J. N. and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, *Do* and shall as soon as conveniently may be, after my Decease, sell, assign and dispose of, and convert into ready Money, *All* those my said Mills and Premises, and such my Estate aforesaid, and call in and receive all Debts that shall be due and owing unto me upon Book, Bond, Bill or other Securities whatsoever, and when and as soon as the same shall be sold and converted into Money, and had and received as aforesaid, I do hereby will, order, direct and appoint, that they the said L. W. and J. N. my Trustees, and the Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall in the first Place pay, satisfy and discharge all my just Debts, which I shall owe or be indebted to any Person or Persons whatsoever,

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at the Time of my Decease; and then out of the Remainder of such Money as shall be by them raised, made and received as aforesaid, I do will, order, direct and appoint, that they my said Trustees do pay or cause to be paid unto my said Daughter M. W. the full Sum of 600*l.* when she my said Daughter shall attain the Age of 21 Years, or on her Day of Marriage, which shall first happen, with Interest therefore in the mean Time; and all the rest and Residue of the said Money, as shall be by them raised and received by the Sale and Disposal of the Mills, Premises and Estates aforesaid, I do will, order, direct and appoint, that they my said Trustees do pay the same and every Part thereof unto my said Son B. W. when he shall attain his Age of 21 Years, with Interest therefore in the mean Time. *And* I do order and appoint, that they my said Trustees, and the Survivor of them, and the Executors and Administrators of such Survivor, *Do* and shall from Time to Time place out at Interest, to and for the Use, Benefit and Advantage of my said Son and Daughter, their said Parts and Shares of the Money arising by Sale of my Estates and Debts to be recover'd, as aforesaid, for and during, and until such Time as they shall attain their respective Ages as aforesaid; and when and as soon as they my said Son and Daughter shall have attained their said Ages, or my said Daughter shall be married, *Then* I do order, direct and appoint, that they my said Trustees and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall well and truly pay and deliver unto them my said Son and Daughter their said Parts and Shares



Shares of the Money arising as aforesaid, with the Interest or Increase thereof, had and received, which shall then remain in their Hands: *But* if she my said Daughter M. W. shall happen to die before she shall have attained the said Age of 21 Years, or Day of Marriage; *Then* I do hereby order, direct and appoint, that they the said L. W. and J. N. my said Trustees, and the Survivor of them, &c. do and shall pay and deliver over the 600*l.* to her given and intended as aforesaid, as her Part and Share of and in the Estate aforesaid, with the Increase thereof, to my said Son B. W. on his attaining the said Age of 21 Years; And if they my said Son and Daughter, shall both happen to die before such their said Ages as aforesaid, *Then* I do order, direct and appoint, that they my said Trustees do and shall immediately after the Deceases of my said Son B. and Daughter M. pay and deliver over all the said Money arising by the Sale of my Estates, and Debts, to be recovered as aforesaid, with the Interest and Increase thereof (all my just Debts being first paid and satisfied thereout as aforesaid) unto my loving Brothers G. W. T. W. &c. their Executors, Administrators and Assigns, equally between them, to and for their own proper Use and Benefit. *And* I do hereby make, constitute and appoint my said Wife E. W. Executrix, and my said Brother G. W. Executor of this my last Will and Testament, desiring particularly he my said Brother and the aforesaid C. T. Esq; to see the same duly and truly perform'd in all Respects. *And* I do order and appoint, that they my aforesaid Trustees, their Executors or Administrators, or any of them, shall not be

accountable for any Sum or Sums of Money, which shall be by them put out at Interest and become irrecoverable, thro' the Insolvency of any Person or Persons whatsoever, to whom the same shall be at any Time lent or placed out at Interest. *And also* that all such Expences, Costs and Charges as they my said Trustees shall be put unto or expend, in the Execution of this my Will, and the Trusts in them reposed as aforesaid, shall be from Time to Time paid, born and discharg'd, out of my said Estates given to them in Trust as aforesaid, and the Interest and Increase thereof. *And I do* hereby give and bequeath unto my said Trustees the said C. T. G. W. L. W. and J. N. to each of them the Sum of 20*l.* as a Consideration for their Pains and Trouble in acting in the Trusts aforesaid. *In Witness, &c.*

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*A Will*

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*A Will with Devise of divers Lands, the Profits whereof to be received by the Wife until Sons shall be of Age, for their Maintenance and Education; provided the Wife continues so long unmarried, but if she marries again, then to Trustees for the Uses aforesaid; and the Overplus of the Rents and Profits to be divided among the two younger Sons. A Farm is devised to the eldest Son and his Heirs Male; Remainder to the second and other Sons and their Heirs Male; Remainder to the right Heirs of the Devisor: Salt Works are given to Trustees for the Term of 500 Years; to raise and pay 1200 l. Portion to one younger Son, and 1000 l. to another, at their respective Ages; and after the same is raised and paid, the Salt Works to remain to the eldest Son and his Heirs Male, &c. And Legacies of 1000 l. a-piece to two Daughters as Portions, to be raised out of the Personal Estate, if they both marry with Consent of their Mother; otherwise, the Portions to be paid to such of them marrying with Consent; and if both of them die under Age, or marry without Consent, their Portions to go to the younger Sons: Plate is given to the Wife; and the Residue of the Personal Estate, and Increase during their Minority, to the two younger Sons, &c.*

**I** Mprimis, It is my Will, and I do hereby order, direct and appoint, that the Rents, Issues and Profits of all and singular my Capital Messuages, Lands, Tenements and Hereditaments whatsoever, herein after given, devised or disposed of to my four Sons T. H. R. and W. or to either or any of them,

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shall be from Time to Time immediately after my Decease, had, received and taken by my beloved Wife E. S. until such Time as they my said Sons to whom the same are respectively devised and limited, shall attain unto the full Age of 21 Years, for and towards the Maintenance and Education of all and every my Children, Sons and Daughters, which shall happen to survive me; *Provided* that she my said Wife shall so long continue unmarried, but if she my said Wife shall marry again after my Decease; *Then* I do hereby order, direct and appoint, that the Rents, Issues and Profits of all and every such my said Capital Messuages, Lands, Tenements and Hereditaments, shall immediately after such my said Wife's Marriage, be had, taken and received by my Trustees herein after made and appointed, and to be by them applied to the Use and Uses aforesaid; and the Overplus and Remainder of such Rents, Issues and Profits so arising from and out of such my Real Estate, I give and bequeath the same unto and among my two younger Sons R. and W. to be equally divided between them and the Survivors and Survivor of them, when and as soon as they shall respectively have attained the Age of 21 Years, as an Addition to the respective Portions and Provisions hereby made for them. *And as* for and concerning the Freehold and Inheritance of all such my Real Estate, which yet remains unsettled or unlimited as aforesaid, I do hereby give, devise and bequeath the same in Manner and Form following; (that is to say) I give, devise and bequeath *All* that my Capital Messuage or Farm commonly called, &c. with the Mills, and all and singular



lar the Lands, Tenements and Hereditaments thereunto belonging, and all other my Lands, Tenements and Hereditaments whatsoever, which I lately purchased in Fee-simple of, &c. situate, &c. And all and singular other my Lands, Tenements and Hereditaments whatsoever, situate in, &c. (other than such as are already limited by my Marriage-Settlement, in Pursuance of my Marriage with E. my Wife) unto T. S. my Son and Heir apparent, and the Heirs Males of the Body of the said T. lawfully issuing; and for Default of such Issue, I give, devise and bequeath the same, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof, to my second Son H. S. and the Heirs Male of the Body of the said H. lawfully issuing; and for Default of such Issue, I give, devise and bequeath the same, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof, to my right Heirs for ever. *Item*, I give, devise and bequeath all those my Salterns, Boyling-pans and Salt-Works, with the Buildings, Work-houses, and all and singular the Waste Grounds, Ponds, Lands, Tenements and Hereditaments to the same Salterns, Salt-pans, and Salt-works belonging, situate, lying and being in, &c. unto R. D. of, &c. J. M. of, &c. and W. D. of, &c. *To have and to hold* to them the said R. D. J. M. and W. D. their Executors, Administrators and Assigns, from and immediately after the Time of my Decease, for and during and unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of Waste: *In Trust* nevertheless, and to the Intent and Purpose

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pose that they the said R. D. J. M. &c. and the Survivors of them, and the Executors and Administrators of such Survivors, do and shall, out of the Rents, Issues and Profits thereof or thereby arising, or by Assignment of the said Term, or by Grant, Mortgage or Sale of the Premises or any Part thereof, in the first Place levy and raise the full Sum of 1200 l. of, &c. as and for a Portion and Provision for my youngest Son the said W. S. and the same so raised do pay or secure or cause to be paid unto my said Son W. when and as soon as he shall attain the Age of 21 Years; *And upon* this further Trust and to the Intent and Purpose that they the said R. D. J. M. &c. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, do and shall out of the Rents, Issues and Profits arising from and out of the said Premises, or by Assignment of the said Term, or by Grant, Mortgage or Sale of the Premises or any Part thereof, in the second Place levy and raise the full Sum of 1000 l. of like, &c. as and for a Portion and Provision for my said Son R. and the same so raised, do pay or secure, or cause to be paid unto my said Son R. S. when and as soon as he shall attain the Age of 21 Years: And from and immediately after they the said R. D. J. M. &c. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall have levied and raised the said Sum of 1200 l. and the said Sum of 1000 l. *Then* I do hereby give, devise and bequeath all and singular the said Salterns, Boiling-pans, Salt-works, Waste Ground and Premises, and the Reversion and Reversions, Remainder and Remainders thereof, unto my said Son

Son T. S. and the Heirs Male of the Body of the said T. lawfully issuing; and for Default of such Issue, I do hereby give, devise and bequeath the same, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof, to my right Heirs for ever. *Item*, I give and bequeath unto my Daughters M. S. and K. S. to each of them the Sum of 1000*l.* of, &c. to be raised out of my Personal Estate, and to be paid unto them my said Daughters respectively, when and as soon as they shall attain the respective Ages of 21 Years or Day of Marriage, by and with the good liking, Approbation and Consent of my said Wife E. S. their Mother, my Executrix hereafter named, which of them shall first happen; and if either of them my said Daughters shall happen to die before she shall have attained the said Age of 21 Years or Day of Marriage with Consent as aforesaid, *Then* I do hereby give and bequeath 500*l.* Part of the Sum of 1000*l.* hereby given to her who shall so happen to die, unto the Survivor of them, if such Survivor shall, at the Time of her Sister's Decease, happen to be sole and unmarried; but if such Survivor shall, at the Time of such her Sister's Decease, happen to be married, *Then* my Will is, that the said Sum of 500*l.* Part of the said 1000*l.* together with the 500*l.* the remaining Part thereof shall be equally divided between the Survivor of them my said Daughters and my two younger Sons R. and W. and the Survivor of them who shall live to attain the Age of 21 Years, as an Addition to the Portions and Provisions hereby made for them: *And* if either of them my said Daughters shall

presume to marry without the good Liking, Approbation and Consent of their said Mother; *Then* my Will is, and I do hereby order, direct and appoint, that it shall be in the Power of her my said Wife E. their Mother, to detain and with-hold from such of them my said Daughters as shall marry without her Consent as aforesaid, all or any Part of the said Sum of 1000*l.* to her hereby given as aforesaid, as she in her Discretion shall think fit; and the same or such Part thereof as she shall think fit to detain, shall pay and give unto the other of my said Daughters who shall live to attain the said Age of 21 Years, or Day of Marriage with Consent as aforesaid, and to my said two younger Sons R. and W. to be equally divided between them, as a further Addition to the Portion and Provision hereby made for them; and if both my said Daughters M. and K. shall happen to die before they have attained the Age of 21 Years or Day of Marriage with Consent as aforesaid, *Then* I do hereby give and bequeath the Legacies and Portions of them respectively given as aforesaid, unto my said two younger Sons R. and W. to be equally divided between them and the Survivor of them who shall attain the Age of 21 Years, as a further Addition to their respective Portions and Provisions hereby made for them. *Item*, I give and bequeath unto my said Wife E. S. the Use, Wearing and Enjoyment, of all and singular my Plate, Household-Goods, and Implements of Household, of what Nature or Quality soever, for and during the Term of her natural Life; with full Power and Authority to and for her my said Wife, either in her Life-time or in and by her last Will and Testament,



ment, to give, devise and dispose of the same unto and amongst such of my Children as she shall think fit at her own free Will and Pleasure; but to no other Person or Persons whatsoever. *Item*, all the rest, Residue and Remainder of all and singular my Personal Estate, of what Nature, Kind or Quality soever, or wheresoever (my Debts and Funeral Expences being first paid and discharged) I give and bequeath the same, together with the Increase which shall happen to be made thereof during their Minority, unto my said two younger Sons R. and W. and to the Survivor of them who shall live to attain the Age of 21 Years, to be equally divided between them Share and Share alike. *And* I do hereby make, declare and appoint her my said Wife E. S. whole and sole Executrix of this my last Will and Testament, &c. *In Witness, &c.*

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*A Codicil to a Will for preserving divers Manors, &c. in the Name of the Family, appointing the Devisor's Grandsons by his Daughters, on their coming to the Estate, to bear his Name; or on Default of one of them, the next Grandson and his Sons to enjoy the Estate, (on bearing the Name) as if the other was naturally dead. Personal Estate is given to raise Daughters Portions; and if that be not sufficient, the Real Estate to Trustees for that Purpose; and afterwards to remain to the Testator's Son, and Heirs Male, &c. particular Order of Burial, and for erecting Vaults; Legacies to the Poor, and of Heir-Looms, &c.*

**A** Codicil, made and published by me Sir C. K. of, &c. Bart. the Day, &c. in the Year of our Lord, &c. and by me annexed to my last Will and Testament, and made Part thereof; *Whereas* I the said Sir C. K. by my said Will have (amongst other Things) given, devised and limited my Lands, Tenements, Estate and Premisses thereby devised unto the several and respective Issues Male of my Daughters J. and M. K. with a Proviso therein to the Effect following (*viz.*) *Provided* always, and it is my Will, that the several Son and Sons of my said Daughters J. and M. or the Issue Male of such Son and Sons, when they shall severally take by Virtue of the Devise to them respectively, shall each take on him the Name of K. whereby to preserve my Estate in that Name as long as it may please God any Issue of their respective Bodies shall continue and endure; And in Case either of them shall refuse or neglect so to do, that then  
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the next Issue Male of their Bodies, respectively taking the Name of K. on him, shall hold and enjoy the same in such Manner, as if such Person so refusing was naturally dead without Issue. *And whereas* I do make this Codicil chiefly for the further Explanation and Manifestation of my true Intent and Meaning of the aforesaid Limitations to the said Issue of my aforesaid Daughters, and of the aforesaid Proviso; and also for the settling and continuing of the Manors, Messuages, Lands, Tenements and Hereditaments herein after mentioned to have been the late Lands of the Lady M. deceased in my Name and Family; *Therefore* my Will, true Intent and Meaning is, that in Case such several respective Son and Sons of my several and respective Daughters J. and M. to whom severally and respectively the Estate shall come, descend, remain and be by the true Intent and Meaning of my said Will, shall not successively immediately thereupon, or as soon as by the Laws of this Kingdom he or they severally and respectively can or may attain the same legally, be called and named, and take upon him and his Issue Male the Name of K. That then, and in such Case of his refusing and neglecting to take upon him and his Issue the Name of K. as aforesaid, I do hereby determine and make void the Estate of such several and respective Son and his Issue so refusing as if naturally dead; and then I hereby give, devise, limit and appoint, that the same shall successively remain, descend and come to such and the next of the several and respective Issue Male of my said Daughters, to whom the same ought to come by the Intent and Meaning of my said Will,

Will, upon any of such several and respective Son severally and respectively refusing and neglecting the taking such Name of K. as aforesaid; and in Case all and every the Son and Sons or Issue Male whatsoever of my said Daughters shall all of them severally and respectively neglect and refuse to take upon him and his Issue Male severally and respectively such Name of K. as aforesaid, according to the true Intent and Meaning of this my Will; that then and in such Case, I by this my Codicil do determine and make void, all and every Devise, Bequest and Estate whatsoever by me by my said Will given, devised and bequeathed unto all and every such Son and Sons, severally and respectively of my said Daughters, and then and in such Case do by this my Codicil give, devise and bequeath the same immediately from and after the Determination of the several and respective Estate and Estates by me by my said Will given and devised, before the Estate and Estates thereby given and limited to the several and respective Issues of my said Daughters J. and M. and also of the Estate and Estates by me by my said Will given unto my said Daughters J. and M. and the Survivor of them, To my dear Sister M. and the Heirs of her Body lawfully issuing; and in Default of such Issue, to the Use of the several and respective Person and Persons successively nominated appointed in and by my said Will, and their several and respective Issues, to whom after Default of Issue of my said Sister M. by my said Will is already devised, given, limited and appointed for such several and respective Estate and Estates, Use and Uses, Intents and Purposes, as in and by the



the said Will already is given, limited and appointed. *And* for the settling and continuing of the Manors of, &c. with all and singular the Rights, Members and Appurtenances, and all other the Lands, Tenements and Hereditaments lately purchased of, &c. lying in, &c. as far as in me lies in my Name and Family, in order thereto, I hereby request, charge and desire my Son C. K. in Case that the Care hereby taken and Provision made shall happen to be not valid and sufficient for the clearing, discharging and satisfying of all such Debts and Demands whatsoever, as are now or shall be due or owing unto either of my said Daughters J. and M. that he would take and use such Ways and Means as shall be effectual for so doing; and after would settle, grant and convey the same and every Part thereof to such and the same Uses, Estates, Intents and Purposes, as I have herein before devised, limited and appointed my said other Manors and Lands. *And* I give to my dear M. K. All the Cattle and Household Goods which were her own before my Intermarriage with her, my Coach and Coach-Horses and my Calash, with all Harness and Furniture to them belonging, and 500 *l.* in Money; *And* I also give her the Use only of so much of my Plate as she shall be willing to make Use of until my said Son C. shall attain the Age of 21 Years, she giving her Covenant to deliver the same to him or his Executors at that Time. *And* in Case my Personal Estate shall fall short and not be sufficient for the Payment of my Debts and Legacies by my said Will, and by this my Codicil given and ordered; *Then* I give and devise all and singular my Manors, Messuages, Lands, Tene-

Tenements and Hereditaments in my Power and Disposal either in Law or Equity, and the Reversion and the Reversions, Remainder and Remainders thereof, and every Part thereof, notwithstanding any Thing in my said Will contained to the contrary, unto my Trusty and well beloved Friends, the Right Honourable T. Lord W. the Honourable G. W. Esq; his Brother, my Brother R. K. of, &c. Esq; my Sisters M. and A. K. and T. E. of, &c. their Heirs, Executors and Administrators; *Upon* the special Trusts, Intents and Purposes hereafter devised, limited and declared, (that is to say) that they the said T. Lord W. G. W. R. K. &c. and the Survivor of them, and the Heirs, Executors and Administrators of the Survivor of them, shall and will by Sale, Mortgage or otherwise, as in their Discretion shall seem meet, thereout raise and levy such full and just Sum and Sums of Money and Demands whatsoever, as shall be justly due and owing upon and out of the said Premisses unto my said Daughters J. and M. and either of them, and well and truly pay and satisfy them and each of them her and their full due and just Demands, in order to the clearing and discharging the said Premisses from all Incumbrances; And from and after the paying and satisfying of my said Daughters and each of them, her and their just Demands as aforesaid, and discharging the Premisses thereof, and not before, I do hereby give, devise and bequeath, all and singular the said Premisses with their Appurtenances unto the several and respective Person and Persons, and for the several and respective Estate and Estates, and under and subject to the several and respective Limitations,

tions, as in and by my said Will and this Codicil I have given and limited my other Estate; (that is to say) Unto my said Son C. K. for and during the Term of his natural Life; and from and after the Determination of that Estate, to the Use of the said Trustees and their Heirs, with Intent only to preserve the contingent Uses and Estates herein after devised and limited from being defeated and destroyed, and to that End to make Entries as Occasion shall require; nevertheless to permit and suffer my said Son C. his Executors, Administrators and Assigns during the said Term or Estate, to receive and take the Rents, Issues and Profits of the said Premises, to his and their own proper Use; and from and after the Determination of such Estate, to the Use of the first Son or Issue Male of the Body of my said Son lawfully issuing; and in Default of such Issue, to the Use of the second Son or Issue Male, &c. of the Body of my said Son lawfully issuing; and for Default of such Issue, to the Use of the third, fourth, fifth, sixth, seventh, and all and every other Son and Sons of the Body of my said Son C. lawfully begotten, severally and successively, one after another, as they shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Males of the Body of such Son and Sons issuing, the elder of such Son and Sons, and the Heirs of his Body issuing, being always preferred before the younger of such Son and Sons, and the Heirs of his and their Bodies severally and respectively to be begotten; and for Default of such Issue, to the Use of the several and respective Person and Persons successively nominated and appointed  
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in and by my said Will, and their several and respective Issues, to whom and in the same Manner as the other Estate in and by my said Will is limited and appointed; nevertheless under the same Provisoos and Limitations contained in, &c. any Thing herein contained to the contrary notwithstanding. *And whereas* in some Part of my Will which this Codicil is annexed to and made Part of, I have ordered and desired that in Case I should die, &c. or any where within fifty Miles of the same, that my Body should be interr'd in, &c. Chapel; I have now alter'd that my former Intention, yet my Desire is that the aforesaid Chapel may be kept decently and in Repair, and that my Escutcheon or Hatchment may be hung up therein, opposite to that of my dear Wife; but I shall not lay any Injunction upon any of my Successors not to pull down the same Chapel, if at any Time hereafter it may appear advantageous to the Seat, and consistent with a safe Conscience; and in Case I shall happen to die at or near, &c. my Will and Desire is that I may be buried in the ancient burying Place of my Ancestors, in the Parish Church of, &c. where I desire a Vault may be made of the whole Breadth and Length of the Isle; but not to meddle or alter the Arch-Vault where one of my Ancestors lies: And if I die before this Vault be made, then my Body may be repositied somewhere in the said Church or Isle, either in Lead or solid Wood, till such Time as this Vault shall be made, and then to be removed thither; and as to the Order and Manner of my Funeral, I desire it may be done privately and decently, and after Night; and that, &c. be given to the Poor on such



such Occasion. *Item*, To the Eight Persons that shall be my Bearers (which I leave to my Executors to chuse) I give and bequeath to each of them Rings of twenty Shillings a-piece, with Gloves, Scarfs and Hatbands. *Item*, Whereas it was my Wife's Desire that I should give the Wrought Bed in, &c. Room, with every Thing belonging to it to my Daughter J. or my Son C. K. and being desirous myself that the same be kept and remain as a perpetual Heirloom in the Family, I do give and bequeath the said Wrought Bed with every Thing belonging to it to my Son C. and in lieu thereof do give and bequeath unto my said Daughter J. the Sum of 100 *l.* wherewith she is to buy what she pleases, but to be called as her Mother's Legacy; but in Case my Son C. dies without Issue, then the Wrought Bed and Furniture to come to my said Daughter J. and if she dies without Issue, then I give and bequeath the same to my Daughter M. and if she dies without Issue, then to the Persons to whom I have given my Lands, to take as the Lands are to be taken and held. *In Witness,*  
&c.

*A Will*

*A Will made by a Person of Quality, of a very large Estate: The Capital Messuage is divided into several Apartments, and given amongst the Sons and Daughters; the best Part being reserved to the eldest Son. Manors are to be settled by the Executors, and Trustees on a Grandson at his Age; if he be educated in the Protestant Religion, and do not become a Papist, or marry without the Consent of the Executors; otherwise the same to remain to a Son, and his Daughters, &c. the Personal Estate is devised to Executors, and Part of the Lands made liable to pay Debts; and the Trustees are to make such Estates of the Lands to the Executors as they shall think fit for that End. Annuities and Rent-Charges are given to several Persons; and the Executors order'd to make Conveyances of such Annuities to the Devisees: Particular Bequests of Diamonds, Rich Jewels, and Furniture; To all the Servants a Year's Wages; And Legacies given to such of the Executors as shall prove the Will, &c.*

**FIRST**, My Will is, That all that Capital Messuage, with the Appurtenances, in the Parish of, &c. called or known by the Name of, &c. with the Outhouses, Gardens, Yards, Stables, and all other Hereditaments and Appurtenances thereunto belonging, or therewith held, or enjoyed as Part, Parcel or Member thereof, or as belonging thereunto, shall be held and enjoyed in Manner and Form following; (that is to say) Those four Rooms which my Son Lord J. S. and his Servants do now Use, my Will is, That they shall be enjoyed by my said Son for 61 Years, to be accounted from the Time  
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of my Death, if he so long live, with free Entry, Egress and Regress into and out of the same: Which said Lodgings were Part of the Rooms which by Indenture bearing Date, &c. were demise'd and leased by my Brother R. late Earl of E. unto my dear Husband W. then Earl of H. and myself, for the Term of 99 Years. *And my Will is*, That all the rest of my Housing, Buildings, Rooms, Galleries, Cellars, Yards, Gardens and Hereditaments, esteem'd to be Part or Parcel of the said Capital Messuage commonly called, &c. or belonging thereunto, which was demise'd and leased to my said dear Husband and myself as aforesaid, together with all the Buildings thereupon erected since the said Lease, with all such Easements, Liberties and Advantages as Tenants in Common, with those which hold the rest of the said Capital Messuage not leased, but held and occupied by my said Brother; subject nevertheless, during the Term hereby demise'd, to the like Charges as are expressed in the said Lease; (that is to say) One Room which my Chaplain now lodgeth in, being near to the Dining-Room; and one other Room about the Middle of the Back-Stairs leading to my Lodging-Chamber, with a Closet and an outer Room to it, which J. J. my dear Husband's Steward heretofore used, shall be enjoyed by my Daughter M. Countess of W. for 61 Years, to be accounted from the Time of my Death, if she so long live. *All* the rest and Residue of the Housing, Buildings, Rooms, Galleries, Cellars, Yards, Gardens and Hereditaments, esteemed to be Part or Parcel of the said Capital Messuage called, &c. or belonging thereunto, which after the said Lease made was my Brother the

faid Earl of E. his Part, and not demised to my faid Husband and myself, with all other such Easements, Liberties and Advantages as Tenants in Common, and subject during the Term hereby demised to the like Charges as are exprest in the said Lease; *My Will is*, That they be enjoyed by my Daughter J. Wife to A. Lord D. from the Time of my Death for 61 Years, if she so long live. *And my Will is*, That no Part of the said Capital Messuage be let or set to, or occupied by any Undertenant, or otherwise enjoyed by any others than my Children, or their Husbands, Wives or Issues, with their own Families only during the respective Terms aforesaid: And that there be no Buildings erected upon any Part of the Garden, nor the same put into any other Form or Fashion than now it is. *My Will further is*, That the Manor and Lordship of, &c. and the Parks in, &c. and all other my Manors, Lands and Hereditaments whatsoever in the Counties of, &c. or either of them, shall be enjoyed by my Son the Lord J. S. for and during his natural Life, without Impeachment of Waste; (other than by voluntary Waste in the Manor-house of, &c.) and after his Decease, by the first Son of the said Lord J. S. and the Heirs Males of the Body of the said first Son: And for Default of such Issue, by the second Son of the said Lord J. S. and the Heirs Males of the Body of such second Son: And for Default of such Issue, by the 3d, 4th, 5th, 6th, 7th, and all other the Sons of the said Lord J. S. as they shall be in Seniority of Age and Priority of Birth, severally and respectively, and the Heirs Males of their Bodies respectively, the elder of such Sons and the Heirs Males of their Bodies



dies being always preferred before the younger and the Heirs Males of their Bodies; subject nevertheless to the Rents, and Annuities, and to the Trusts hereafter expressed concerning the same. *And whereas* the Inheritance, as well of the said Manor and Lordship of, &c. and other the Premisses in the Counties of, &c. after the Death of my said Son, and for Default of Sons or Issue Male of his Body; as also of the said Capital Messuage called, &c. after the respective Determinations of the Estates thereof herein before devised to be enjoyed by my Children respectively, will fall of Course unto my Heir at Law, if the same be not by me otherwise disposed: *My Will therefore is*, That in Case my Grandson W. Lord S. shall be educated in the Protestant Religion, and not become a Papist, and shall not be married during the Life of my Executors, or the Survivor of them, but with the Consent of my said Executors, or two of them; That then my Executors (to whom I intend the Inheritance of the Premisses shall be conveyed by my Trustees) shall, after my said Grandson shall attain his Age of 21 Years, settle the said Inheritance and Reversion of the Premisses, or such Part thereof as shall not be otherwise disposed of, according to the Intent of my Will herein after mentioned, upon my said Grandson and the Heirs Males of his Body, with Remainder to my right Heirs: *But* in Case my said Grandson shall be educated in Popery, or become a Papist, or shall be married during the Life of my Executors, or the Survivor of them, without such Consent as aforesaid; That then the Inheritance of the said Premisses, or such Part thereof as shall not be otherwise disposed of, according to the Intent of this my Will,

shall be conveyed to and amongst my Son the Lord J. S. and his Daughters, and my three Daughters and their Children, in such Proportions as my Executors or the Survivor of them shall think fit. *And whereas* the Premises in, &c. are now in Mortgage for several great Sums of Money, and I owe several other Sums not secured by Lands; and my Will is, That all my Debts whatsoever shall be justly paid, together with my Legacies: *I do therefore* hereby give, devise and bequeath unto J. Earl of S. H. Lord Bishop of H. Sir J. B. Bart. and J. M. Esq; *All* my Personal Estate whatsoever, and the Lease or Term which I have in the Lands or Estate of my late dear Husband for 21 Years, and the Debts due to me out of my dear Husband's Estate, and all other my Goods and Chattels whatsoever not herein after, or by any Codicil, otherwise by me disposed. *And* I do make and ordain the said J. Earl of S. H. Lord Bishop of H. Sir J. B. and J. M. Executors of this my last Will and Testament. And I do order and appoint, That they my said Executors shall pay all my Debts and Legacies out of my said Personal Estate, so far as the same will extend: And if the same shall fall short for the Purposes aforesaid, *Then* it is my Will, That what so falls short, shall be supplied out of the Money to be raised by Sale of my said Manors, Lands and Hereditaments in, &c. And if any Surplusage of Money remain, *My Will is*, That the same shall be employed towards the Discharge of the Debts which are or shall be at the Time of my Death secured by the said Premises in the Counties of, &c. *But* for that it may happen that all the Provision which I have made by this my Will for Payment of my Debts and Legacies by my

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Personal

Personal Estate, and the Sale of the Lands and Hereditaments in, &c. will not be sufficient to free and disengage the said Manor of, &c. and other the Premises in the said Counties of, &c. but there may be Occasion to make Sale of some Part thereof: And to the End that all such Expences and Sums of Money which my Executors or any of them, shall any Way be put unto by any Sale or otherwise relating to this my Will, or the Performance thereof, may be fully satisfied; *I do hereby* (notwithstanding any Devise herein before by me made) order and appoint, That all Persons, who at the Time of my Death shall be Trustees for me concerning all or any of the said Manors, Lands and Hereditaments above-mentioned, or any of them, or any other Lands or Hereditaments whatsoever, shall make and execute such Estate and Estates to my said Executors, or the Survivors or Survivor of them, or the Heirs of the Survivor of them, or to such other Person or Persons as my said Executors, or the greater Number of them, or the Survivors or Survivor of them, shall in that Behalf appoint; or as my said Executors, or the greater Number of them, shall from Time to Time require in this Behalf; To the Intent that my said Executors may be enabled to pay my said Debts, Legacies and Expences, and to convey the Residue according to the Intent of this my Will herein before expressed; my Meaning being, That the Trustees of my Manors, Lands and Hereditaments, shall convey all their Estates therein to my said Executors and their Heirs immediately, and that my said Executors shall dispose thereof according to my said Will. *And my Will further is,* That my said Executors, or

the Survivors or Survivor of them, (in Case there shall not be sufficient out of my Personal Estate, and by Sale of the Premises in, &c. to pay my said Debts, Legacies, and the Expences of my said Executors relating to my Estate) shall by Sale of the Inheritance of such Part of the said Tenements called, &c. and of the said Manors, Lands and Hereditaments in, &c. or by Lease and Demise of any Part or Parts of the said Premises; or by all or any of the said Ways or otherwise, by or out of the said Premises, at their Discretions raise Moneys for the Payment thereof; and that it shall be in their Power, (without being accountable in or to any Court of Equity, or otherwise howsoever) to sell or dispose of any and which Parts of the said Premises, for the Purposes aforesaid, they shall think fit: But in Case that they sell or dispose of the said Tenements devised to my Daughter S. or any Part thereof, they shall take Care that such Rent as was paid for the same at the Time of my Decease be continued to my said Daughter during her Life, or that Recompence be made to her for the same. *I devise* to Sir T. E. during his Life yearly, one Rent-Charge of 50 l. *per Ann.* to Mrs. E. E. during her Life yearly, one Rent-Charge of 40 l. *per Ann.* and to T. G. during his Life yearly, one Rent-Charge of 30 l. *per Ann.* All the Rents to be issuing out of my said Manors and Lands in the Counties of, &c. and to be paid yearly at the Feasts of, &c. by even and equal Portions, and with Power to distrain for the same, in Case they shall not be paid; the first Payments thereof to be made at such of the said Feasts as shall happen after my Decease: And my Will is, That my Executors



cutors (upon the Request of the said Devisees) make Conveyances to them of such Rents accordingly out of some Part or Parts of the said Manors and Premisses which shall remain and not be sold. *I give* and bequeath to E. S. 100 *l.* to be paid within six Months after my Decease; and to all the rest of my Menial Servants respectively a Years Wages, to be paid them within six Months after my Decease. *And* for that I intended shortly to make some Alterations concerning the Trustees of my Estate; I do declare, That it is not nor shall be taken to be my Meaning by any Change, which after the making of this my Will shall happen to be made of any of the Trustees of my Estate, or any Conveyance or Conveyances in respect thereof; nor by altering or transferring of any Mortgage already made, or by any new Mortgage to be made of any Part of the Manors, Lands and Premisses herein before mentioned, that my Will, or any Devise concerning any of my Manors, Lands or Hereditaments, shall be revoked: *But* in such Case, this my Will shall nevertheless stand firm and valid, as if such Conveyance, Change or Alteration were precedent to this my Will. *I give* my Necklace of Pearl to my Daughter S. And to my Daughter W. Wife to my Son the Lord J. S. my best Diamond Ring. *And* I give to my Grandchild the Lady F. F. my two Pendant Pearls, and my best Ruby Ring. *And* I give to her Sister the Lady E. F. my Emerald Jewel, and my two Emerald Locketts. *I give* to my Lord S. the Pictures of my Lady M. and my Lady R. of Sir A. V.'s Drawing. To my Lord Bishop of H. my great Bible in one Volume, and my great Hanging Clock, and Bishop G's  
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great Book of the Church of *England*. *And* I give to my Son the Lord J. S. my Gold Standing Clock, with my Lord's Arms, and my Silver Standish, with my Lord's Arms. *And* I give to my Lord D. my Gold Watch, and also my Picture. *And* I give to my Daughter S. my best Bed, and all belonging to it; and my rich Embroidered Gown. *And* I give to my Daughter the Lady W. S. my rich Embroidered Christening Mantle, my Embroidered Wastecoa, and my Carpet of Arras-Work very rich with Gold, and my Lord's Arms in the midst of it. *And* I give to my Daughter J. D. my *Irish*-stick'd Chair and Stool, that I worked myself; and my two fine long Cushions worked and cased; and two Pair of Silver Candlesticks, a Pair of Snuffers, and a Cup and a Tea-pot, &c. I give to J. Earl of S. to my Lord Bishop of H. Sir J. B. and J. M. 100 *l.* apiece to buy each of them a Piece of Plate, for the Trouble I put them to in the Execution of this my Will; but the same respective Legacies to be paid only to such of them who shall prove my Will. I give to the Poor of the Parish of, &c. the Sum of 100 *l.* to be paid unto the Churchwardens and Overseers of the Poor of the Parish within one Month after my Decease, to be distributed by them amongst the said Poor People. *And* I desire to be buried at, &c. aforesaid, by my dear Husband, privately without Pomp. In Witness, &c.

Chancery

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Chancery Business, relating to Conveyancing, &c.

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*A Bill in Chancery, to compel Execution of Articles for Sale of an Estate, which was given by Will to discharge Debts due on Mortgage, &c. if the Personal Estate should fall short: To prove the Will and Debts; and also oblige the Mortgagees to join the Testator's Widow and Relict, and her Daughters and Trustees, in the Conveyance to be made, pursuant to the Articles or Contract.*

*To the Right Honourable, &c.*

**H**umbly complaining, sheweth unto your Lordship, your daily Orator J. S. of, &c. Gent. *That whereas* M. O. of, &c. Widow, Relict and late Wife of N. O. late of, &c. deceased, E. B. of, &c. J. J. of, &c. and R. B. of, &c. being or pretending to be seized in Fee-Simple of and in the Messuage and Lands herein after mentioned, by Virtue of the last Will and Testament of the said N. O. and that they had full Power to sell and dispose of the same, offered the same to Sale to your Orator: Whereupon your Orator, after several Meetings and Treaties thereabout, contracted and agreed for the Purchase thereof for the Sum of, &c. And accordingly Articles of Agreement were drawn and executed, bearing Date, &c. whereby the said M. O. E. B. J. J. and R. B. in Consideration of the Sum of, &c. to be paid by your Orator in Manner therein after mentioned, and herein after set forth; *Did* covenant and agree with your Orator, That they would, at your Orator's

Orator's Costs and Charges, forthwith well and sufficiently convey and assure to your Orator and his Heirs, or to whom he or they should appoint, and by such Ways and Means as your Orator's Council should advise, a good and indefeasible Estate of Inheritance in Fee-Simple of and in *All* that Messuage, &c. and also all Ways, &c. And your Orator did therein covenant and agree with the said M. O. E. B. &c. That your Orator would, immediately after the perfecting the said Conveyances, pay so much of the said, &c. Purchase-Money to Dame M. W. Widow, T. Y. J. D. and J. S. as would be sufficient to discharge a Mortgage they had thereupon made to them by the said N. O. and the Surplus of the said Purchase-Money was thereby agreed to be paid to the said M. O. E. B. &c. or as they should appoint: Which Articles were mutually sealed and executed, as well by your Orator, as by the said M. O. E. B. &c. And your Orator further sheweth, That in Expectation and Hopes that the said M. O. &c. would have made good and performed the said Articles, and produced the Writings relating to their Title in and to the said Premisses, to your Orator's Counsel, provided his said Purchase-Money; *But* upon further Enquiry into their Title, he is informed that the said N. O. in and by his said Will devised the said Premisses to them and their Heirs only, *In Trust*, and to the Intent that in Case his Personal Estate should fall short to pay and satisfy all his Debts, Legacies and Funeral Expences, That then the said M. O. E. B. &c. should sell and dispose of the Fee-Simple and Inheritance of all such Parts of the said Premisses as should be sufficient to pay and satisfy all such  
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of his Debts, Legacies and Funeral Expences, as his personal Estate should fall short to satisfy and discharge: And that if any Part of his Estate should remain unfold after all his Debts, Legacies and Funeral Expences should be paid, the same should remain to, &c. (as in the Will) thereof constituted and appointed the said M. O. &c. Executors. And your Orator further sheweth unto your Lordship, That the said M. O. and J. and S. her Daughters, have entered into a Combination and Confederacy with the said Dame M. W. J. D. T. Y. and J. S. how to disappoint and defeat your Orator of his said Purchase; and to that End do pretend and give out in the Speeches, That the personal Estate of the said N. O. is more than sufficient to pay all the said N. O.'s Debts, Legacies and Funeral Expences, whereby they are wholly entitled to all the said Premises: And to the Intent they may be let into the Possession of the said Premises, have procured the said Dame M. W. to assign their Mortgage to them, or some Persons in Trust for them, for some small Sum of Money; on Pretence that the said N. O. borrowed but a small Sum of Money thereupon, which he had repaid in his Life-time, except some small Sum which remained for Interest; And to colour such Pretence, the said M. O. and J. and S. her Daughters give out, That the said E. B. J. J. and R. B. have joined in such Assignment: And they the said J. and S. the Daughters do now give out in Speeches, and sometimes pretend, That the said N. O. made no Will, but died Intestate, and that by his Death the same descended to them the said J. O. and S. O. as his Coheirs; and at other Times, That the said N. O. was not of sound Memory  
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when such Will is pretended to have been made: And they the said Dame M.W. T. Y. J. D. and J. S. pretend, That they are real Purchasers of the said Premisses from the said N. O. in his Life-time for a valuable Consideration, and utterly refuse to discover their Mortgage, or what is due thereupon, or to produce the Writings relating to the Title of the said Premisses; And the said E. B. J. J. and R. B. refuse to execute any Conveyance to your Orator, alledging that it is not safe for them so to do, unless the said M. O. and J. and S. her Daughters join therein, or they have the Decree of this Court for their Indemnity; All which Doings of the said Confederates are contrary to all Right, Equity and good Conscience, and tend to your Orator's Wrong and Injury. *In tender Consideration whereof*, and inasmuch as your Orator cannot discover any of the Frauds or Contrivances aforesaid, or what Personal Estate the said N. O. died possessed of, or what Debts he owed at the Time of his Death; or compel a due Execution of the said Contract and Articles aforesaid, but in this Honourable Court: *To the End* therefore that the said Confederates may true and perfect Answer make to all and singular the Premisses herein before set forth, as fully as if the same were herein again repeated, and particularly interrogated; and more especially that they the said M. O. J. O. and S. O. her Daughters, E. B. J. J. and R. B. may upon their corporal Oaths set forth, Whether the said N. O. did not make such Will as aforesaid? Or to that or the like, or what other Effect; and may set forth the full Substance and Contents of such Will, and whether he were not *Compos mentis* at the Time of making such Will? And  
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may also set forth an exact Inventory of the Personal Estate of the said N. O. that have come to their Hands, Possession or Knowledge; and may set forth an exact Account of the said Personal Estate, and how the same hath been employed, and what Debts the said N. O. owed at the Time of his Death, and how many and which of them are paid, and what remains yet unpaid; and whether they the said M. O. E. B. J. J. and R. B. did not make such Contract, and enter into such Articles as aforesaid with your said Orator, for the Purchase of the said Premises as are herein before set forth: And may shew Cause if they can, why they should not perform the same. And that the said Dame M. W. T. Y. J. D. and J. S. may set forth the Date and Contents of their Mortgage, and how much Money they really lent the said N. O. thereupon, and how much thereof hath been since paid; and what doth yet remain unpaid, or what other Title they claim in or to the said Premises contracted for as aforesaid; and may be compelled, on Payment of what remains yet unpaid to assign their said Mortgage to your said Orator, or to whom your said Orator shall appoint; free from all Incumbrances done by them, or either of them; and that the said M. O. J. O. and S. O. may be decreed to execute Conveyances to your Orator, pursuant to the said Contract and Articles: And that your Orator may be fully aided and relieved in the Premises, according to Equity and good Conscience; may it please your Lordship to grant to your Orator his Majesty's Writs of *Subpoena*, &c.

*Process pray'd against M. O. the Mother, J. O.  
and S. the Daughters, E. B. J. J. and  
R. B. Dame M. W. T. Y. J. D. and J. S.*

*An*

*An Answer in Chancery to the aforesaid Bill, setting forth the Will, and the Debts, Legacies and Personal Estate of the Testator in several Schedules; and that the Personal Estate fell short to pay the Debts; and that the Defendants, some of them being under Age, are not willing to make Conveyances pursuant to the Articles, without the Decree of the Court; but are contented that the Plaintiff shall pay off the Mortgagees, and that they shall assign, &c.*

*The joint and several Answers of M. O. Widow, and J. and S. her Daughters, being Infants, and under the Age of 21 Years, by the said M. their Mother and Guardian, and also of E. B. J. J. and R. B. Defendants, to the Bill of Complaint of J. S. Complainant.*

**A**LL Advantages of Exception to the Incertainties, Insufficiencies, and other Imperfections, in and by the Complainant's said Bill of Complaint contained, to these Defendants now and at all Times hereafter saved: For Answer thereunto, or unto so much thereof as may materially concern these Defendants to make Answer unto, they these Defendants answer and say; That they believe it to be true that N. O. in the Plaintiff's Bill named, late Husband of this Defendant M. O. and late Father of these Defendants J. and S. O. Did in his Life-time duly make and publish his last Will Testament in these or the like Words following (that is to say) *In the Name of God, Amen:* [Here set forth the Will *Verbatim.*] As in and by the said Will whereto these Defendants refer themselves, may more fully appear.

And



And these Defendants believe, That the said N.O. at the Time of publishing his said Will, was of a sound, perfect and disposing Mind, Memory and Understanding, and that he duly sealed and published the same as and for his last Will and Testament; and these Defendants M.O. E.B. J.J. and R.B. have duly proved the same in the *Prerogative-Court* of *Canterbury*, where the Original is still remaining, as these Defendants believe. And all these Defendants believe, That the said N.O. in his Life-time wanting Money, *Did* on or about, &c. borrow and take up at Interest of the Defendants, M.W. T.Y. J.D. and J.S. the Sum of, &c. and for securing the Repayment thereof with Interest; *Did* by Indenture of that Date grant to them and their Heirs (amongst other Things) the several Tenements and Lands in the Bill mentioned to have been contracted for the Purchase of, by the Complainant, defeazible on Repayment thereof with Interest; and these Defendants believe, the said whole Sum of, &c. with all or the greatest Part of the Interest for the same, from the Time of borrowing thereof till this Time, remains unpaid. And these Defendants have, for the Plaintiff's Satisfaction, in the first Schedule hereto annexed, which they desire may be taken as Part of this their Answer to the Complainant's Bill, set forth an Inventory and an Account of all the Personal Estate which have come to their Hands, Possession or Knowledge, or to the Hands or Possession of any other Person or Persons for their Use; which said Personal Estate and Money received, amount to the Sum of, &c. And these Defendants have also in the second Schedule hereto

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annexed, which they desire also may be taken as Part of this their Answer to the Plaintiff's said Bill, set forth an Account of all such Debts which the said N. O. owed at the Time of his Death, and have since his Death been paid by these Defendants; and also an Account of such Debts and Legacies of the said N. O. as yet remain unpaid, which as yet have come to their Knowledge; together with the Charges of his Funeral, and what Legacies remain unpaid: All which amounts to the Sum of, £*c.* whereby it will appear that the Personal Estate of the said N. O. falls short to pay his Debts and Legacies the Sum of, £*c.* For which Reason these Defendants M. O. E. B. J. J. and R. B. offered the Tenements in the Complainant's Bill mentioned to sale, as they were advised, and hope might lawfully do; And these Defendants confess they made such Contract with the Complainant, and entred into and executed such Articles for Sale thereof, as in the Plaintiff's said Bill are set forth, and are willing to perform the said Articles on their Parts, and are contented that the Defendants Dame M. W. T. Y. J. D. and J. S. shall produce and shew the Writings relating to the Title of the said Premises to the said Complainant or his Counsel, and never hindred or obstructed the same: But the Defendants M. O. and J. and S. O. the Daughters and Coheirs of the said N. O. being under the Age of 21 Years, they were advised not to proceed in executing the Conveyances thereof, without the Authority and Decree of this Honourable Court for so doing. And all these Defendants, each speaking for him and herself, denies that they  
ever

ever pretended or gave out that the said N. O. made no Will; or that he was not of sound and disposing Mind, Memory and Understanding, when he sealed and published the same; or ever pretended or gave out Speeches, that his Personal Estate was sufficient to pay and discharge all his Debts, Legacies and Funeral Expences, or that they ever refused to perform the said Articles; but are willing and contented, that the Plaintiff shall pay off the Money due on the said Mortgage to the said Dame M. W. T. Y. J. D. and J. S. and that they shall thereupon assign their said Mortgage to the Plaintiff, or to whom he shall appoint, and are willing to join with them in making such Assignment. And these Defendants are doubtful that the Personal Estate of the said Testator will prove so far deficient, that his Debts will not be paid without Sale of all his Real Estate: And these Defendants deny all Combination in the Bill charged; *without that*, that there is any other Matter or Thing in the Complainant's said Bill, &c. All which Matters and Things, these Defendants are ready to aver and prove, &c. and humbly pray to be hence dismiss'd, &c.

*The Mortgagees Answer, setting forth the Mortgage, and what Interest hath been paid thereon; and that they are willing to join in the Conveyance to the Plaintiff, on Payment to them of the principal Money, and the Interest remaining due, &c.*

*The joint and several Answers of Dame M. W. T. Y. J. D. and J. S. four of the Defendants to the Bill of Complaint of J. S. Complainant.*

**A**LL Advantages, &c. That N. O. in the Plaintiff's said Bill named, having Occasion for Money to carry on his Trade, (as they believe) applied himself to these Defendants, or one of them, to borrow of these Defendants the Sum of, &c. offering to secure the Repayment thereof, with Interest, by Mortgage of the Tenements herein after mentioned; and thereupon these Defendants, or some or one of them, *Did* really lend and pay to the said N. O. the Sum of, &c. and the said N. O. in Consideration thereof, *Did* (as these Defendants severally believe, and doubt not but to prove) in and by certain Indentures of Lease and Release, bearing Date, &c. grant and convey to these Defendants and their Heirs, *All* that Messuage or Tenement, &c. and the Reversion and Reversions, &c. and also all the Estate, &c. *To hold* to these Defendants, their Heirs and Assigns, *To* the only proper Use and Behoof of these Defendants, their Heirs and Assigns for ever: But in the said Indenture there is a Proviso, whereby the same is made defeazable, in Case the said N. O. his Heirs or Assigns, should pay to these Defendants the full



Vol. III. Condepancer.

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full Sum of, &c. in and upon, &c. as by the said Indentures of Lease and Release, where-to these Defendants for more Certainty refer themselves, will more fully appear. And these Defendants utterly deny, That the said N. O. in his Life-time, or either of the other Defendants in the Plaintiff's Bill named, since his Death have paid to these Defendants, or either of them, any Part either of the Principal or Interest secured by the said Mortgage; except the Sum of, &c. which hath been paid for one Year's Interest of the said principal Sum: And do severally say, That not only the whole principal Money of, &c. but also the Interest thereof, from the Date of the said Mortgage remains really and justly due and owing to these Defendants, except the said Sum of, &c. paid as aforesaid. And these Defendants each for him and herself denies they have made any Assignment of the said mortgaged Premises, or any Part thereof, or otherwise incumbered the same, or any Part thereof: And deny that they ever pretended to be real Purchasers of the said Premises from the said N. O. in his Life-time for a valuable Consideration; or ever refused to discover their Mortgage, or what was due thereupon, or to produce the Writings relating to the Title of the said Premises: But are willing, on Payment to them of the said Mortgage-Money and Interest, together with the Charges of this Suit, to assign the said Mortgage, as this Honourable Court shall direct; free from all Incumbrances done or committed by them, or either of them. And as to all other the Charges and Allegations in the Complainant's Bill mentioned, these Defendant's say they

are meer Strangers thereto; and therefore can give no Answer thereabout, saving that the Defendant J. S. was present when the said N. O. some Time before his Death, *Did* seal and execute a Will, and thereby give the Premises above-mentioned, as this Defendant believes, to the other Defendants M. O. E. B. J. J. and R. B. upon the Trusts in the Bill set forth, and saith, That the said N. O. was then of sound Memory and Understanding; *without that*, that &c. all which Matters, &c. and humbly pray, &c.

*A Bill in Chancery, for a Person to discover Sums that have been demanded; and to act in a Trust for raising of Money, given by Will to the Complainant's Mother, &c. for which Lands are made liable by Deed of Grant or Mortgage; and for the Payment thereof, or foreclosing, Equity of Redemption, &c.*

**H**umbly complaining, sheweth unto your Lordship, your Oratrix H. T. Widow, Relict and Executrix of the last Will and Testament of J. T. late of, &c. deceased; That T. E. late of, &c. by his last Will and Testament in Writing, bearing Date, &c. *Did* give and devise to your Oratrix's Mother H. B. his the said T. E.'s eldest Sister's Daughter, for and during the natural Life of your Oratrix's said Mother, for and towards the Maintenance of herself and her Children, and for the raising of Portions for her Daughters, *All* and singular the Messuages, Lands and Hereditaments herein after mentioned; and after the Decease of your Oratrix's said Mother, the same Lands are given in and by the said Will to S. B. her eldest

eldest Son, for the Term of 99 Years, with Remainders to his Issue Male in Tail-Male; as in and by the said Will, had your Oratrix the same to produce, may appear. And your Oratrix further sheweth unto your Lordship, that the said S. B. by and with the Permission of your Oratrix's said Mother, entered upon the said Messuages and Premises on the Death of the said T. E. and received the Rents, Issues and Profits thereof, and from Time to Time paid some small Sums of Money to your Oratrix's said Mother; and there being in the Year, &c. a very considerable Sum due to your Oratrix's said Mother, upon Account of the Rents and Profits of the said Premises, the said S. B. and the said H. B. came to an Account concerning the same, at which Time there was due to the said H. B. for and upon Account of the said Rents and Profits, the Sum of 1000 *l.* at the least, but the said H. having a tender Regard for her said Son, and being willing to accept of the Sum of 800 *l.* for all that was then due to her, the said S. B. agreed to pay the said Sum of 800 *l.* to the said H. B. And for the securing the Payment thereof, by one Indenture *tripartite*, bearing Date, &c. made between the said H. B. of the first Part, the said S. B. of the second Part, T. W. of, &c. since deceased, and G. S. of, &c. of the third Part; the said H. B. and S. B. did grant and demise to the said T. W. and G. S. their Executors, Administrators and Assigns, for a Term of 99 Years, *All* that Grange, or Capital Messuage of, &c. in, &c. and all the several Houses, Cottages, Buildings, Courts, Yards, Gardens, Orchards, Parks, Lands, Meadows, Pastures, Moors, Commons, Wastes,

Feedings, Common of Pasture, Woods, Trees, Underwoods, Tithes, Ways, Water-courses and Premises thereunto belonging, *And* also all that Messuage, &c. All which said several Messuages, Tenements and Premises, were then late the Lands and Inheritance of the said T.E. *Upon Trust*, in the first Place to pay the several Annuities and other Payments charged thereupon, or upon any Part thereof, in and by the said last Will of the said T.E. and subject thereto; and upon Trust, that the said T.W. and G.S. their Executors, Administrators and Assigns, some or one of them, by and out of the Rents, Issues and Profits of the said Premises, or by Demise or Sale thereof, or of any Part thereof, for and during the Continuance of the said Term, or of any Part thereof, should in the next Place raise and pay, or cause to be paid, unto the said H.B. or her Assigns, at, &c. the Sum of 200 l. of, &c. on or before the Day, &c. And then upon further Trust, that they the said T.W. and G.S. and their Assigns, should in like Manner, by and out of the Rents and Profits of the Premises, or by Demise or Sale thereof, or of any Part thereof, for the Term aforesaid, or any Part thereof, raise and pay unto her the said H.B. her Executors, Administrators and Assigns, the further Sum of 600 l. of like, &c. to be paid in Manner following, that is to say, 100 l. Part thereof, at the End of six Months Notice and Request thereof, to be made or given by her the said H.B. or her Assigns, in Writing under her or their respective Hands, unto the said T.W. G.S. and S.B. or any of them, or to the Survivor or Survivors of them, or his or their Executors, Administrators or Assigns ;



Assigns; and 100*l.* more, other Part thereof, at the End of one Year next after the like Notice in Writing, under the Hand of the said H.B. or her Assigns, in like Manner to be given as aforesaid; And so, from Time to Time, 100*l.* other Part thereof, upon and at the End of the like Notice of one Year, to be given in Writing, signed as aforesaid, until all the Remainder of the said Gross Sum of 600*l.* should be fully paid and satisfied unto her the said H.B. or her Assigns, in Manner aforesaid; so as no more than 100*l.* thereof be required or payable at one Time, or within any one Year; and that until the said Sum of 600*l.* should be raised and paid, the said T.W. and G.S. their Executors, Administrators and Assigns, should in like Manner raise and pay, or cause to be paid unto the said H.B. or her Assigns, the clear yearly Sum of 40*l.* without any Deduction whatsoever, at the Feasts of, &c. by equal Portions; and it is further provided by the said recited Indenture, that upon the Payment in of any Part of the 600*l.* there was to be an Abatement after the Rate of Six Pounds *per Cent.* for so much thereof as should be so paid as aforesaid, which from and after such Payment made, should be retained and allowed out of the said yearly Payment of 40*l.* aforesaid, and so proportionably for every Payment that should be made, according to the Intent of the said Indenture; as in and by the said Indenture in your Oratrix's Custody, ready to be produced to this honourable Court, may appear. And your Oratrix further sheweth unto your Lordship, that the said S.B. paid the said Sum of 200*l.* at the Day appointed for Payment thereof,

and did also pay and satisfy to the said H. B. the Sum of 150*l.* in Part of the said Sum of 600*l.* and an Abatement was made by the the said H. B. after the Rate of 6*l. per Cent.* for the said 150*l.* out of the said yearly Payment of 40*l.* and in or about the Month of, &c. which was in the Year, &c. there remained due to the said H. B. the Sum of 450*l.* the Remainder of the said Gross Sum of 600*l.* And the said H. B. your Oratrix's said Mother, being willing to make some Provision for your Oratrix, and in some Measure to perform the Will of the said T. E. with Respect to your Oratrix, by Indenture *tripartite*, bearing Date, &c. made between the said H. B. on the first Part, your Oratrix by the Name of H. B. one of the Daughters of the said H. B. on the second Part, and the said S. B. on the third Part; the said H. B. *Did* bargain, sell and assign to your Oratrix, the Sum of 300*l.* Part of the said remaining Sum of 450*l.* together with all Ways and Means of Remedy for the Recovery of the said 300*l.* and all Benefit and Advantage, with the yearly Interest thereof, out of the said Sum of 40*l.* proportionably as aforesaid; and the said S. B. did in and by the said last Indenture, covenant and agree with your Oratrix, that he would pay the said Sum of 300*l.* to your Oratrix, in the Manner reserved in and by the first recited or mentioned Indenture; as in and by the last recited Indenture, now in your Oratrix's Custody or Power, and ready to be produced to this Honourable Court, may appear. And your Oratrix becoming entitled to the said Sum of 300*l.* in Manner aforesaid. And the said H. B. being entitled to the Sum of 150*l.* Residue of the said

said Sum of 450*l.* the said H. B. made her last Will and Testament, bearing Date, &c. And did thereby, after a few small Legacies therein given, give and devise to your Oratrix, all the rest and Residue of her Goods, Chattels and Estate, of what Nature or Kind soever the same were, or should be, either in Possession or Reversion, as also what Money should become due and payable from her said Son S. B. by Virtue of any Covenant or Indenture, between him and the said H. B. or otherwise, or was then due or should grow due from any Person or Persons whatsoever, and did likewise nominate and constitute your Oratrix sole Executrix of her said Will, and in the Year, &c. the said H. B. departed this Life, without having received the said 150*l.* or any Interest for the same; and your Oratrix some short Time after the Death of her said Mother, proved the said Will, and took upon her the Execution thereof, your Oratrix having before that Time intermarried with, and being then the Wife of J. T. of, &c. aforesaid, Goldsmith; and your Oratrix and the said J. T. becoming entitled to the said Sums of 300*l.* and 150*l.* and the Interest thereof, in Right of your Oratrix, in Manner aforesaid, the said J. T. and your Oratrix from Time to Time gave Notice in Writing to the said S. B. and G. S. for raising and paying the said Money, and your Oratrix and the said J. T. frequently by Letters and otherwise, demanded the Interest of the said Sums, but neither the said J. T. in his Life-time, or your Oratrix since his Death, have been able to prevail upon the said S. B. and G. S. to pay any Sum or Sums of Money whatsoever, either towards  
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the Principal, or in Discharge of the Interest of the same; and your Oratrix's Husband J.T. in the Month of, &c. in the Year, &c. died, having first made his last Will and Testament in Writing, and made and constituted your Oratrix Executrix thereof, and your Oratrix hath proved the said Will of her said Husband, and is thereby entitled to all such Interest for the said Sums of 300*l.* and 150*l.* as accrued and became due during the Intermarriage between your Oratrix and her said Husband J.T. And your Oratrix's said Husband making no Disposition, in his Life-time, of the said respective principal Sums, your Oratrix is solely entitled to the same in her own Right; and your Oratrix hath given Notice to the said said S. B. and G. S. and hath demanded, that the said principal Sums, and all Interest due for the same, may be raised and paid to your Oratrix: *But now so it is,* may it please your Lordship, that the said S. B. and G. S. being Neighbours together, in the County of, &c. and your Oratrix residing some Times at, &c. and some Times in *London*, far distant from the said S. B. and also from the said Estate and Premises, on which the said Sums, and the Interest thereof, are respectively charged, your Oratrix hath not been able to prevail upon the said G. S. the surviving Trustee (the said T. W. having long since departed this Life) to enter upon the said Messuages and Premises demised and conveyed to him, and the said T. W. in Manner aforesaid, nor hath your Oratrix in any Respect been able to prevail upon the said G. S. to permit your Oratrix to make Use of his Name as Lessor in an Ejectment for the Recovery of the Possession



sion of the said Premisses; and there being near the Sum of 1000*l.* due to your Oratrix for Principal, and the Interest of the said Sums, so that your Oratrix is in very great Danger of losing all or the greatest Part of the said Money. *In tender Consideration whereof*, and for that the Execution of Trusts is properly compellable in a Court of Equity, and your Oratrix cannot make a Discovery of the Truth of all and singular the said Premisses, but by the Oaths of the aforesaid S. B. and G. S. and by the Aid and Assistance of this Honourable Court: *To the End therefore*, that the said S. B. and G. S. may true and perfect Answer make to all and singular the said Matters and Things, as if herein again particularly repeated and interrogated; and particularly, that they may respectively discover, and set forth, when and how often the said Sums of Money, and the Interest thereof, have been demanded, either by the said J. T. and your Oratrix, or by your Oratrix since his Death; and that the said G. S. may be decreed to act in the said Trust, or to assign the same for the Benefit of your Oratrix, and that the said principal Sums of 300*l.* and 150*l.* and the Interest thereof may be raised and paid by and out of the said Premisses; and that the said S. B. may be foreclosed of all Equity of Redemption, and your Oratrix may be further relieved, according to Equity and good Conscience; *May it please your Lordship to Grant, &c.*

*A Bill*

*A Bill in Chancery, concerning Part of a Manor and Tythes descended to the Plaintiff; but he not having Seisin thereof, it is enclosed, and the Tythes are taken by the Defendant, who is Lord of a neighbouring Manor: For the Defendants, (some of them being the Plaintiff's Tenants) to set forth the Bounds of the Premises, and how and by whom altered; and that they may be compelled to pay Arrears of Rent, &c. And for the Plaintiff to examine Witnesses to prove the Boundaries, and perpetuate their Testimony, &c.*

**H**umbly complaining, sheweth unto your Lordship, your Orator and Oratine W. B. of, &c. Esq; and M. his Wife, who was the only Daughter and Heir of J. W. late of, &c. Esq; deceased; That the said J. W. in his Lifetime, and at the Time of his Death, was seised in his Demesne as in Fee of and in the Manor of, &c. lying, &c. with all and singular the Lands, Tenements, Rents, Reversions and Hereditaments thereunto belonging, with their and every of their Appurtenances; and was also seised in Fee-simple of and in the Rectory impropriate of the Parish-Church of, &c. to which the Tythes of all Kinds growing and arising out of and within the particular Lands, Places and Boundaries herein after mentioned and expressed, *Did* and still do belong; and the said J. W. being so seised about the Month of, &c. in the Year of, &c. died seised thereof, upon whose Decease the said Manor and Rectory did descend unto your Oratine M. his only Daughter and Heir. And your Orator and Oratine further sheweth unto your Lordship,  
That

That by several ancient Surveys, Terriors, Rentals, and other Evidences belonging to the said Manor and Rectory, it does most manifestly appear that the said Manor and Rectory, and Tythable Places thereof, besides several great Wastes and Waste-Grounds and Commodities, Advantages and Hereditaments, *Did* and still does consist of the several Lands, Tenements and Hereditaments herein after particularly set forth, and formerly so called, bounded and described, as they are hereafter mentioned; (*viz.*) One Freehold Messuage called, &c. with several Pieces and Parcels of Land, Meadow and Pasture, containing, &c. lying and being, &c. in the Possession of J. T. held under the Rent of, &c. And also one Leasehold Messuage or Tenement, called, &c. in the Possession of T. J. &c. And also all that, &c. And all those Tithes, &c. [Here set forth the Particulars of the Manor and Rectory] So that your Orator and Oratine ought in all Equity and good Conscience quietly to enjoy the said Manor so described; And also to have and receive as well the said Freehold Rents, as the Rents of the said Leasehold Lands; and all Tythe and Tenths yearly arising, growing and renewing upon the said Lands mentioned to belong to your Orator and Oratine's said Rectory impropriate, and well hoped they should have enjoyed the same accordingly: But now so it is, *may it please your Lordship*, One T. C. of, &c. Esq; being the Lord of the Manor of, &c. which lies contiguous and intermix'd with your Orator and Oratine's said Manor; and one J. C. the Rector of the Parish of, &c. to whom Part of the Tythes of the said Parish-Church do of Right belong, taking the Advantage

vantage of your Orator and Oratine's being a Stranger to their said Manor, and of their living a great Distance from the same; They the said T.C. and J.C. have entred into a Combination and Confederacy with the said J.T. T.J. &c. your Orator and Oratine's Tenants of the said Manor, who are likewise most of them Tenants to the said T.C. And the said Manor lying contiguous, and the Lands intermix'd, thereby to defeat and defraud your Orator and Oratine, as well of great Part of the Lands belonging to the said Manor, as also of the said Tythes belonging to the said Rectory; and for that Purpose the said Confederates have prevailed with the said Tenants, who held Lands of your Orator and Oratine, lying contiguous to the Lands of the said T.C. to whom likewise they were Tenants, to pull down and destroy the ancient Bounds and Fences which severed the said Grounds and Closes, and would have distinguished the same, upon Pretence that the same is most convenient and less Charge to them by Reason of the Unity of Possession, under the several long Leases both from your Orator and Oratine, and the said T.C. by which they have enjoyed the same: And also have prevailed with the said Freeholders, who ought to have paid your Orator and Oratine their several Rents reserved, to detain their said Rents, upon Pretence that the said Lands were held of his said Manor; And knowing that your Orator and Oratine cannot recover the same by Law for Want of Seisin or the said Lands; so that it is already very difficult, and will in Time be impossible to your Orator and Oratine, who are Strangers to the Premisses, to discover the ancient Boundaries



ries of the said Manor, and the said Rents due from the said Freehold Lands and Tythable Places unto which your Orator and Oratine's said Rectory do extend, especially as your Orator and Oratine's Witnesses, who should and could prove the same, being very ancient and infirm, and not likely to be had at any Trial at Law when the said Leases should be determined. *In tender Consideration whereof*, and the rather for that the Confederates already pretend and set up a Claim to the whole Tythes of the said Parish, and have forbid the several Occupiers of the Lands within the same to pay your Orator and Oratine any more Tythes as belonging to the said Rectory, which accordingly they forbear to do. *Unto* the End therefore that the said Confederates may true and perfect Answer make to all and singular the Premisses, and may particularly set forth the ancient Bounds of your Orator and Oratine's said Manor and Tythable Places belonging to their said Rectory, and when and how the same have been altered and changed, and by whom the same have been so done; and whether the several Parcels thereof herein before mentioned were not formerly abutted and bounded as aforesaid: And that the said Confederates J. T. and J. J. be compelled to pay your Orator and Oratine the Arrears of the said Rent, and to come to a fair Account for the same: And that your Orator and Oratine may have Liberty to examine their Witnesses to prove the Boundaries of the said Premisses, and to perpetuate their Testimony. And that your Orator and Oratine may have speedy and effectual Relief in the Premisses; *May it please your Lordship to grant, &c.*

The

## The Answer to the preceding Bill.

*The several Answer of T.C. Esq; one of the Defendants to the Bill of Complaint of W.B. Esq; and M. his Wife Complainants.*

**A**LL Advantages, &c. in the Complainants said Bill of Complaint contained, to this Defendant now and at all Times hereafter saved: For Answer thereunto, or unto so much thereof as any Way concerns him this Defendant to make Answer unto; He this Defendant answereth and saith, That he hath heard that J.W. Esq; deceased in the Plaintiff's Bill named, was in his Life-time seized of and in the Manor of, &c. and of and in the Rectory or Improprate Parsonage of, &c. in the Parish of, &c. but this Defendant knows not the same to be true of his own Knowledge; neither doth this Defendant know whether the said Manor contains the Tenements in the Bill mentioned or not, or whether the said Rectory or Parsonage Improprate of, &c. lies within the boundaries and Places in the Bill set forth or not; neither doth this Defendant know what Rents are payable out of the said Manor by or to the Plaintiff, or whether there are any Wastes or Commons belonging to the said Manor or not; but this Defendant believes it to be true, that the Plaintiff M. is the sole Daughter and Heir of J.W. deceased, and that she intermarried with the Complainant W.B. who in her Right may be intitled to such Manors, Lands and Tenements whereof the said J.W. died seized for ought this Defendant knows to the contrary; and this Defendant confesseth that he is Lord of the Manor of, &c. in the Bill mentioned, but denies

denies that any of his Tenants to his Knowledge have thrown down any Fences between his Lands and the Plaintiffs Lands whereby to Prejudice the Plaintiffs, and likewise denies all Combination in the Bill charged; *without that, that, &c.* All which Matters, &c.

*The Rector's Answer.*

THE Defendant J. C. saith, That he hath heard that J. W. Esq; deceased, in the Plaintiff's Bill named, was in his Life-time seized of the Improprate Rectory or Parsonage of, &c. in the Plaintiff's Bill named, but what are the Boundaries or Limits of the said Parsonage, or what are all the particular Tythes payable to the Impropriator thereof this Defendant knows not; but this Defendant believes it to be true, that the said Plaintiff M. is sole Daughter and Heir of the said J. W. and further saith, that he now is, and for several Years last past hath been Vicar of the Vicarage or Parsonage of, &c. being lawfully presented, instituted and inducted thereunto, and hath constantly officiated and performed the Cure there; and in that Respect ought to have and enjoy the Tythes of all Corn, Grain, Hay, Wooll, Lamb, and all other Tythes whatsoever in all Tytheable Places arising, happening or increasing in the Places and within the boundaries (*viz.*) &c. and this Defendant hath likewise as to the said Vicarage belonging, half the Tythes of all Gardens and Garden-stuff throughout the whole Parish in all tytheable Places, as also all other Vicarage-Tythes not mentioned in the Plaintiff's Bill; and this Defendant knows nothing to the

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contrary, but that Tythes are and have been paid in Kind to the Impropiator, in all other Parts of the said Parish in all tytheable Places as bounded in the Plaintiff's Bill; and this Defendant denies he ever obstructed the Plaintiffs or their Agents in collecting any of the Tythes that belong to them, having intermeddled with none save such as belong to himself; and likewise denies all Combination in the Bill charged; *without that, that, &c.*

*The Answer of the Tenants.*

THIS Defendant J. T. believeth it to be true, that J. W. Esq; deceased, in his Life-time was seized in Fee-Simple of and in the Manor of, &c. in the said Bill of Complaint mentioned, and believes he died so seized; and that the Plaintiff M. is sole Daughter and Heir of the said J. W. and this Defendant doth confess that he doth now hold and enjoy one Messuage, &c. with the Appurtenances, within and Parcel of the said Manor for the Remainder of a certain Term of 99 Years determinable on the Deaths of, &c. under the yearly Rent of, &c. and, &c. for an Heriot, which Tenement contains these Particulars following, (*viz.*) &c. And this Defendant says, that to the said Messuage belongs, and the Tenants and Occupiers thereof have constantly used, taken and enjoyed Common of Pasture for all commonable Cattle, not only in all the Wastes and commonable Places within the said Parish of, &c. but also within, &c. at all Times of the Year, &c. And this Defendant denies that he hath broken down any Fences



ces between the Plaintiff's Lands, and the Lands of any other Person; and likewise all Combination, &c. This Defendant T. J. for himself saith, that there is issuing and payable for ever to the Lord of the Manor of, &c. for the Time being, out of all those Tenements with the Appurtenances of him this Defendant, situate at, &c. now in the Possession of, &c. the yearly Rent of, &c. which Rent this Defendant duly paid to the said J. W. till about, &c. Years since; and if the same had been demanded by the Plaintiff, he this Defendant would have paid the same till this Time, and never denied the Payment thereof, but is ready and willing not only to pay the Arrears thereof, but the future Rent of, &c. *per Ann.* as the same shall yearly become due and be hereafter demanded by the Plaintiffs, or those to whom the said Manor doth or shall belong: As to all other the Charges and Allegations in the said Complainants said Bill, these Defendants each speaking for himself saith, he is a Stranger thereto and cannot make any Answer thereabout; *without that, that, &c.*

*A Bill in the Exchequer for Recovery of Tythes.*

**H**umbly complaining, sheweth unto your Lordships, your Orator N. W. of, &c. Debtor and Accomptant to his Majesty, as by the Records if this Honourable Court it doth appear; That J. W. Esq; being in his Life-time seized in Fee-Simple of and in the Rectory Improprite or Parsonage of, &c. and that from the Time whereof the Memory of

Man is not to the contrary Owners and Proprietors of the said Rectory Improprate, have been intitled unto, and have from Time to Time received and taken, or ought to have received, taken and enjoyed, all and singular the Tythes and Tenths of all Corn, Grain, Hay, Lambs, Wooll, Pigs, Geese, and one Moiety of the Profits of all Gardens and Garden-stuff, and several other great and small Tythes yearly arising, growing, encreasing and renewing within that Part of the said Parish of, &c. and tytheable Places thereof, which lies on, &c. And that he said J.W. being so seized as aforesaid, did, by his Deed indented, under his Hand and Seal, dated, &c. demise unto your aid Orator the said Rectory or Parsonage Improprate, together with all Tythes both great and small, arising, growing and renewing within the said Parish, and unto the said Rectory belonging and appertaining, for a Term of Years yet to come and unexpired, reserving a great yearly Rent for the same, by Virtue whereof your Orator entered upon the said demised Premisses, and has ever since enjoyed the same, and had and received the greatest Part of the Tythes thereunto belonging; and your Orator further sheweth unto your Lordships, That one W.W. of the said Parish ever since the Feast of, &c. in the Year of our Lord, &c. having occupy'd and possessed twenty Acres of Arable Land, and sowed the same with several Sorts of Grain, had therein grown twenty Loads of Barley, &c. the Tythes whereof were worth 10*l*. and mowed ten Acres of Grass which produced ten Loads of Hay, the Tythes where-  
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of were worth forty Shillings; and had forty Bushels of Carrots, the Tythes whereof were worth twenty Shillings; and had several Acres of Pasture-Ground within the limits and bounds of the said Parish; and did during all that Time keep and depasture upon the same one Hundred Sheep and upwards; and there were yearly yeaned by the said Sheep one Hundred Lambs, or thereabouts, and that there was shorn and clipp'd of the said Sheep by the said W.W. one Hundred Fleeces of Wooll, the Tythes of the said Lambs and Wooll were worth the Sum of 10*l.* and upwards yearly; And your Orator further sheweth, that one T.W. of, &c. ever since, &c. all which Tythes aforesaid did arise within the limits of that Part of the said Parish out of which Tythes are payable to the said J.W. which said Tythes, Dues and Duties have been due and payable, and ought to have been paid unto your Orator, as Farmer of the said Rectory Improprate aforesaid. *But now so it is,* may it please your Lordships, that the said W.W. and T.W. by Combination and Confederacy, between themselves and with several other Persons as yet unknown unto your Orator, (whose Names when discovered your Orator prayeth may be inserted in this your Orator's Bill to charge them) refuse to pay your Orator the said Tythes, Duties and Sums of Money, or to set out the same, pretending that Tythes in Kind are not due nor ought to be paid unto your Orator; but some Rates or Sums of Money in lieu thereof, and yet refuse to make known what the said Rates or Sums of Money are, and to pay

the same, if any such Custom or Pretence there be within the said Parish, altho' they have often in a friendly Manner been requested to make known the same; by Reason whereof your Orator is in a great Measure disabled to pay the Debts due unto his Majesty: *In tender Consideration* whereof, and for that your Orator cannot exactly prove the several Natures, Numbers, Kinds, Quantities or Value of the said Tythes or Things tytheable but only in Conjectures as aforesaid, and therefore is remediless, save only in a Court of Equity before your Lordships, where your Orator well hopes the said Confederates will upon their corporal Oaths confess the same; *to the End therefore* that the said Confederates may true and perfect Answer make to all and singular the Premisses, and particularly what Number of Acres of Pasture or Meadow-Ground they severally and respectively occupied and possessed within the said Parish during the several Years aforesaid, and what the Rents or yearly Values of the said Grounds so severally possessed and enjoyed were; and what Number of Cows, Sheep, and other Cattle they severally depastured within the said Parish during the Time aforesaid, and what Number of Calves they had severally fallen, and what Number of Lambs they had severally yeaned, and what Quantity of Wooll they had severally shorn and clipped, and what their several and respective Tythes of Calves, Lambs, Wooll, Milk and depasturing of barren Cattle were yearly worth; and what other Tythes or Things tytheable they severally had and kept in each of the said Years with-

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in the said Parish; and to the End the Confederates may discover whether the Tythes in Kind, or Compositions are due in Lieu of Tythes, and what the said Rates or Sums of Money, and for what Things, and in what Manner, and at what Times payable; and to the End the said Confederates may discover the Truth thereof, and may pay unto your Orator all and singular their Tythes and Duties due and in arrear, as also their Tythes and Duties for the future, as the same shall grow due, so long as your Orator's Term shall continue, and they the said Confederates continue to be Occupiers of any Ground or Things tytheable within the said Parish; and that your Orator may be relieved therein, according to Equity and good Conscience; *may it please your Lordships to grant, &c.*

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*A very particular Answer or Plea in the Exchequer to a Bill and Replication, &c. brought for the Recovery of a considerable Estate to the Plaintiff as Heir at Law, which Estate was given by Will to the Defendant: Reciting all the former Proceedings in the Cause; and setting forth at large in the Answer and Schedule, the Title to the Premises; and all Deeds and Writings thereto relating in the Defendant's Custody, among which are divers special Settlements, and Wills, &c.*

*The further Answer of W.B. Esq; one of the Defendants to the Bill of Complaint of E.R. Esq; commonly called Lord H. and E. his Wife, Infants, by the most noble R. Duke of M. their next Friend and Complainant.*

**T**HIS Defendant saving unto himself the Benefit and Advantage of Exception to the Insufficiencies, Errors and Imperfections in the said Complainant's Bill contained, in such Manner as he hath done in and by his former Answer; for further Answer to the Complainant's said Bill he saith, That he hath heard, and believes that E.R. late of, &c. Grandfather of H.R. Esq; in the Bill named, by Indenture Tripartite bearing Date, &c. made between him the said E.R. and K. his Wife of the first Part; Sir F.R. Knt. Son and Heir apparent of him the said E.R. Dame H. his Wife, and G.R. Brother of him the said Sir F.R. of the second Part; and Sir H.S. of, &c. Knt. Sir F.H. of, &c. Knt. and W.C. of, &c. Esq; of the third Part; the said E.R. and K. his Wife for and in

in Consideration of a Marriage then had and solemnized between the said Sir F.R. and Dame H. and in Consideration of the Sum of, &c. to him the said E.R. paid by the said Sir H.S. and for a competent Jointure to be made and assured unto the said Dame H. and for and in Consideration of the natural Love and Affection which they the said E. and K. had and did bear to the said Sir F.R. their Son, they the said E.R. and K. his Wife, *Did* grant, enfeoff and confirm to the said Sir H.S. Sir F.H. and W.C. *All* that the Manor of, &c. with the Rights, Members and Appurtenances thereof, and all that the Capital Messuage, Scite, Manor-house and Demefne-Lands of the Manor of, &c. aforesaid, and all Lands, Tenements and Hereditaments to the said Manor belonging; and all those the Lordships and Manors of, &c. with their and every of their Rights, Members and Appurtenances; and all Houses, Edifices, Buildings, Lands, Tenements, Meadows, Pastures, Commons, Feedings, Woods, Underwoods and Hereditaments, &c. and all that the Rectory and Parsonage of, &c. with the Rights, Members and Appurtenances thereof, and the Advowson and Right of Patronage of the Vicarage of the Church of, &c. aforesaid; and all other the Messuages, Lands, Tenements and Hereditaments whatsoever, whereof or wherein he the said E.R. had any Estate of Inheritance, situate lying or being in the Towns, Fields, Hamlets, Parishes or Precincts of, &c. in the said Counties of, &c. and in every or any of them, (except out of the said recited Indenture unto the said E.R. and his Heirs the Farm of, &c. then in the Tenure of,

of, &c. and the Grounds and other Appurtenances whatsoever thereunto belonging) *To hold* unto the said Sir H. S. Sir F. H. and W. C. their Heirs and Assigns for ever, *To* the Uses, Intents and Purposes therein after declared and herein after set forth; (that is to say) *As* for and concerning the said Manor of, &c. with the Rights, Members and Appurtenances thereof, and the said Capital Messuage, Scite, Manor-house and Demesne Lands of the Manor of, &c. aforesaid, and all Houses, Lands, Tenements, Meadows, Pastures and other the Premises to the same Manor of, &c. Capital Messuage, Scite and Demesne Lands belonging; and for and concerning the said Manor of, &c. situate, &c. *To* the Use of the said Sir F. R. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and after his Decease, *To* the Use of the said Dame H. for the Term of her natural Life, for her Jointure; and after the Deaths, of the said Sir F. R. and Dame H. *To* the Use of the Heirs of the Bodies of the said Sir F. R. and Dame A. between them lawfully to be begotten; and for Default of such Issue, *To* the Use of the right Heirs of the said Sir F. R. for ever. *And* for and concerning the said Manors of, &c. not limited and appointed for the Jointure of the said Dame H. *To* the Use of the said E. R. for the Term of his natural Life, without Impeachment of Waste; and after his Decease, *then* for and concerning the said several Manors or Lordships of, &c. *To* the Use of the said Sir F. R. and to the Heirs Males of his Body, on the Body of the said Dame



Dame H. lawfully to be begotten; and for Default of such Issue, *To the Use of the right Heirs of the said Sir F. R. for ever: And for and concerning the said Manor of, &c. (except, &c.) after the Death of the said E. R. To the Use of the said Sir F. R. and the Heirs of his Body, upon the Body of the said H. lawfully begotten; and for Default of such Issue, To the Use of the right Heirs of the said Sir F. R. for ever. And the said Sir F. R. and G. R. in Consideration of the further Jointure of the said Dame H. and to the Intent that the Manors or Lordships of, &c. should from and after the Decease of the said Sir F. R. and Dame H. R. continue and be to the Heirs of the Bodies of the said Sir F. R. and Dame H. did likewise by the said recited Indenture grant, enfeoff and confirm unto the said Sir H. S. Sir F. H. and W. C. All those the several Manors or Lordships of, &c. above-mentioned, To hold unto the said Sir H. S. Sir F. H. and W. C. their Heirs and Assigns for ever; To the Uses following (viz.) to the Use of the said Sir F. R. for the Term of his natural Life, without Impeachment of Waste; and after his Decease, To the Use of the said Dame H. for her further Jointure; and after the Deaths of the said Sir F. R. and Dame H. To the Use of the Heirs of the Bodies of the said Sir F. and Dame H. between them lawfully begotten and to be begotten; and for Default of such Issue, To the Use of the right Heirs of the said Sir F. R. for ever; And the said E. R. Sir F. R. and G. R. did thereby covenant with the said Sir H. S. Sir F. H. and W. C. that the said E. R. Sir F. R. and G. R. were lawfully seized of  
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the said Manors, Lordships and Premisses, (except before excepted) of an absolute Estate of Inheritance in Fee-Simple or Fee-Tail respectively, according to their several Grants before-mentioned; And the said E. R. did covenant with the said Sir H. S. and W. C. That they the said E. R. Sir F. R. and G. R. or one them, had lawful Authority to convey the said Manors and Premisses (except the said Farm, &c. before excepted) to the said Sir H. S. Sir F. H. and W. C. their Heirs and Assigns, to the Uses before expressed; and that the same Manors and Premisses (except as aforesaid) then were and at all Times thenceafter should remain to the Person and Persons to whom any Use thereof was limited, free from all Incumbrances (except Grants by Copy of Court-Roll, and Leases and Grants made by the said E. R. and his Ancestors before the Date of the said Indenture for one, two or three Lives) And that the said Manors, &c. aforesaid, and other the Premisses limited for the Jointure of the said Dame H. then were and at all Times during her Life should remain to the said Dame H. of the clear yearly Value of, &c. And the said E. R. did thereby likewise covenant, That he, K. his Wife, Sir F. R. and G. R. would at all Times thereafter, within the Space of seven Years, at the Request of the said Sir H. S. and W. C. do any other reasonable Act for the further assuring of the said Manors and Premisses, to the Uses before-mentioned; and it was thereby covenanted and agreed between all the Parties, that all Fines, Feoffments and other Assurances thereafter to be had and made of the said Premisses, should be deemed and taken

ken to be to the Uses in the said Indenture limited and appointed; and the said E. R. Sir F. R. and G. R. did also covenant with the said Sir H. S. Sir F. H. and W. C. That if before the Feast of, &c. next after the Date of the said Indenture, all and every the said Manors and Premisses (except before excepted) should not be by Fine, Feoffment or other sufficient Conveyance in the Law duly had and executed, lawfully conveyed to the Uses aforesaid, That then they the said E. R. Sir F. R. and G. R. should in Consideration of the said Marriage, and for the Considerations aforesaid stand and be seized of and in the Manors and Premisses; or of so much thereof, whereof no good or sufficient Conveyance should be duly executed before the said Feast of, &c. according to the true Meaning of the said Indenture, To the several Uses in the said Indenture limited, and to no other Use or Purpose; And in the same Indenture there is a Proviso for enabling the said E. R. to make Leases of the Premisses under such Restrictions as therein are mentioned, and for the said Sir H. S. Sir F. H. and W. C. to stand seized of the Premisses so to be leased, To the Use and Uses of such Person and Persons to whom the Premisses or any Part thereof should be so leased for and during such Term and Estate as should be so granted; And also one other Proviso for enabling the said Dame H. R. after the Death of the said Sir F. R. if she should him survive, during her natural Life in like Manner to make Leases of any Parts of the said Manors and Premisses whereof any Use was limited to her under such Restrictions as therein are mentioned;

tioned ; and also another Proviso, That whereas the said E. R. K. his Wife, and the said Sir F. R. stood seized for their Lives of and in the Manor of, &c. That if the said K. should survive the said E. R. and be lawfully evicted out of such Estate that then the said Sir H. S. Sir F. H. and W. C. should stand and be seized of the Third Part of all the said Manors, Lands and Premisses (the Manors and Lands conveyed for the Jointure of the said Dame H. only excepted) To the Use of the said K. for the Term of her natural Life ; *And* this Defendant saith, That by the said Indenture it appears the same was sealed by the said E. R. K. R. Sir F. R. G. R. Sir H. S. Sir F. H. and W. G. and the Names of the Witnesses thereon endorsed J. M. J. S. E. C. and H. F. as in and by the said Indenture and Indorsement thereon now remaining in this Defendant's Custody or Power, whereunto this Defendant for more Certainty refers himself, will more fully appear. *And* this Defendant believes, That a Fine *Sur Conuſance de droit come ceo*, &c. was levied in Trinity Term in the Year of the Reign, &c. between the said Sir H. S. Sir F. H. and W. C. Plaintiffs, and the said E. R. and K. his Wife, Sir F. R. and G. R. Deforceants of the Manors of, &c. as by the Records of the said Fine, whereto this Defendant for his greater Certainty refers himself, may appear ; *And* this Defendant also saith, that the said E. R. being seized in Fee-Simple of the Manors or reputed Manors of, &c. did, as this Defendant believes, and doubts not but to prove, duly make and publish his last Will and Testament in Writing on or about,



about, &c. and did thereby give and bequeath unto his Son G. R. all his Interest and Term of Years which should be to come and unexpired at the Time of his Decease, of and in the Manor and Farm of P. and of and in all his Messuages, Lands, Tenements, Hereditaments, Liberties, Privileges, Advantages and Commodities to the said Manor and Farm belonging or appertaining, subject to the Charges in the said Will mentioned; and did thereby also give unto his said Son G. the Manor of, &c. and all other the above recited and mentioned Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, *To hold* to him the said G. R. his Heirs and Assigns for ever; and did thereby give and devise, &c. as in and by a Copy of the said Will in this Defendant's Custody, taken out of the Prerogative Court of *Canterbury*, as this Defendant believes, wherein it is mentioned to be proved on or about, &c. and to which this Defendant refers himself, will more fully appear; by which said Copy, the Names W. S. J. S. and T. C. were Witnesses thereto; after whose Death, the said G. R. being, by Virtue of the said Will, as the Defendant believes, seized in Fee-Simple of the aforesaid Manors of, &c. did, on or about, &c. as this Defendant doubts not but to prove, make and publish his last Will and Testament in Writing, and did thereby give and bequeath to his two younger Brothers E. R. and H. R. his Lands, called by the Name, &c. equally between them, till his Nephew H. R. Son and Heir of his eldest Brother Sir F. R. come

come to the Age of 21 Years, and when he accomplished the full Age of 21 Years, then his Will was, That his two youngest Brothers E. R. and H. R. should surrender up to his Nephew H. R. all his Lands named, &c. to him and his Heirs Males lawfully begotten for ever; but if his Nephew H. R. should die without Issue, *then* his Will was, that those his Lands called, &c. should return to his two younger Brothers E. R. and H. R. and their Heirs for ever; and in Case they fail of Issue, *Then* to, &c. as by a Copy of the said Will, &c. (*ut supra*) and shortly after died: *And* this Defendant for further Answer saith, That the said E. R. Brother of the said G. did after the Death of the said G. to wit, on or about, &c. as this Defendant believes, and doubts not but to prove, make and publish his last Will and Testament in Writing, and did thereby give and devise unto his Brother H. R. all his Lands which he then stood seized of, to him and his Heirs, lying in the said County of, &c. or elsewhere whatsoever; *To have and to hold* unto his said Brother H. R. his Heirs and Assigns for ever; *Also*, he thereby gave and bequeathed unto his said Brother H. R. all, &c. as in and by the Probate of the said Will, remaining in this Defendants Hands, duly prov'd in the Prerogative Court of *Canterbury* on, &c. as this Defendant believes, whereto the Names, &c. are mentioned to be Witnesses and to which this Defendant refers himself, will more fully appear; *And* this Defendant believes and doubts not but to prove, that the said H. R. and H. R. being so as aforesaid seized of the Manors of, &c.

Et. aforesaid by Indenture bearing Date, Et. for and in Consideration of, Et. Did grant and convey to, Et. (reciting a Mortgage of the Premises for 1000 l. and a Fine for Confirmation of it:) And this Defendant further faith, and doubts not but to prove, That the said H. R. having no Issue Male, and but one only Daughter, and being desirous to settle his whole Estate upon the Issue Male of his Family, and to make Provision for Payment of his just Debts, and to make Provision for his Daughter and other Issues Female, did in or about the Month of, Et. which was in the Year of our Lord, Et. cause an Indenture to be made and prepared to the Effect following, and is mentioned to be made between the said H. R. by the Name of H. R. of, Et. Esq. and Dame D. his Wife, and H. R. of, Et. Esq. of the one Part, and H. S. of, Et. and J. B. of, Et. of the other Part, thereby setting forth, that the said H. R. and Dame D. his Wife, for the settling and assuring of the Manors, Lands, Tenements and Hereditaments therein after in the said Indenture mentioned, in such Manner and Form as therein is expressed, and herein after set forth; and for the barring and excluding the said Dame D. of and from all her Right and Title of Dower which she had or might have or claim of, in or to the same Manors, Lands, Tenements and Hereditaments in the said Indenture mentioned, and for divers other good Causes and Considerations them thereunto moving, did grant and agree to and with the said H. S. and J. B. their Heirs and Assigns, That the said H. R. and Dame D.

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his Wife, by the Name of H. R. and D. his Wife, should and would before the End of *Trinity* Term next ensuing the Date thereof, acknowledge and levy in the Court of *Common Pleas* at *Westminster* to the said H. S. and J. B. one or more Fine or Fines, with Proclamations thereupon to be pursued, according to the Form of the Statute in that Case made and provided, by such Name and Names, Quantity and Quality, and Number of Acres as should be advised and agreed upon between the said Parties thereunto, of *All* that the Manors of, &c. with the Rights, Members and Appurtenances thereof, and the Capital Messuage, Scite, Manor-House, Demesne-Lands of, &c. aforesaid, and all Edifices, Buildings, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Wastes, Waste-Grounds, Commons, Mills, Waters, Water-courses, Fishings, Courts-Leet and Views of Frank-Pledge, Waifs, Estrays, Goods and Chattels of Out-laws, Felons and Fugitives, Fines, Issues, Amerciaments, Advowsons, Liberties, Franchises, Rents, Reversions, Services and Hereditaments whatsoever, to the same Manor of, &c. Capital Messuage, Scite and Demesne-Lands of the Manor of, &c. aforesaid, or any or either of them, or to any Part thereof belonging or in any wise appertaining; and also of *All* those the Manors of, &c. and all Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Farms, Lands, Tenements, Leasows, Pastures, Feedings, Parks, Warrens, Woods, Underwoods, Moors, Marshes, Wastes, Waste-Grounds, Commons, Mills, Waters, Water-courses, Fishings, Courts-Leet, and Views of Frank-



Frank-pledge, Goods and Chattels of Out-laws, Felons and Fugitives, Fines, Issues, Amerciaments, Advowsons and Patronage of Churches and Chapels, Parsonages, Glebe-Lands, Tithes, Oblations, Offerings, Pensions, Portions, Liberties, Franchises, Rents, Reversions, Services and Hereditaments whatsoever, to the said Manors and Lordships of, &c. or to any or either of them belonging or in any wise appertaining, or with the same Manors, Lordships and Premises, or any or either of them demised, held, used, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or of any or either of them, or as thereunto belonging, or to be had, received, taken or enjoyed in or within the same, or in or within any or either of them; and also of all other the Messuages, Lands, Tenements, Meadows, Pastures, Closes, Parsonages, Tithes, Liberties, Franchises, Rents, Reversions, Services and Hereditaments whatsoever, whereof and wherein he the said H. R. had any Estate of Inheritance, or otherwise, situate, lying or being within the Towns, Fields, Hamlets, Parishes or Precincts of, &c. in the said Counties of, &c. and in every or any of them; and also, that he the said H. R. and Dame D. his Wife, and the said H. R. should and would before the End of the said *Trinity* Term next ensuing the Date thereof, acknowledge and levy in the said Court of *Common-Pleas*, one other Fine with Proclamations thereupon to be pursued as aforesaid, to the said H. S. and J. B. of *All* those the Manors and Lordships of, &c. with their and every of their Rights, Members and Appurtenances; and also of *All* Messuages, Lands,

Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever, to the said Manors, or any or either of them any Way belonging or appertaining, and of all and singular Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever of them the said H. R. and Dame D. his Wife, and H. R. or any or either of them, or wherein they or any or either of them had any Estate of Inheritance in the Parish of, &c. in the said County of, &c. And it was thereby granted, declared and agreed by and between all and every the said Parties to that Indenture, that the said Fine and Fines so to be levied by the said H. R. and Dame D. his Wife only, without the said H. R. of the first mentioned Manors and Premisses, should be and enure, and the Parties thereunto, their Heirs and Assigns, should from and after the levying and perfecting thereof for ever stand, continue and be seised of, for and concerning, &c. To the only Uses, Intents and Purposes thereafter mentioned and expressed, and to no other Use, Intent or Purpose; (that is to say) To the only Use and Behoof of the said H. R. for, &c. and from and after his Decease, To the Use and Behoof of such Person and Persons, and for and during such Estate and Estates of or in all or in any Part or Parcel thereof, subject to such Charges, Conditions and Limitations, and in such Manner and Form as the said H. R. should by any Indenture or Deed, or by his last Will and Testament in Writing under his Hand and Seal, limit or appoint; and until and in Default of such Limitation or Appointment, To the only Use of the said H. R. his Heirs and Assigns  
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for ever; As in and by the said Indenture so prepared and engrossed, remaining also in the Defendant's Custody or Power, and whereto this Defendant refers himself, more fully appears: And this Defendant believes, that pursuant to such Writings and Agreement, afterwards, to wit, in the said Trinity Term in the said Year, &c. a Fine *Sur Conuizance de droit come ceo*, &c. was duly acknowledged by the said H. R. and D. his Wife, to the said H. S. and J. B. of the Manors of, &c. and of sixty Messuages, twenty Cottages, sixty Gardens, &c. with the Appurtenances in, &c. in the County of, &c. and of the Manor of, &c. And that in the same Term another Fine *Sur Conuizance de droit come ceo*, &c. was acknowledged by the said H. R. and D. his Wife, and H. R. to the said H. S. and J. B. of the Manor of, &c. as by the Chirographs of the said Fines remaining in this Defendant's Custody or Power, and whereto this Defendant refers himself, will more fully appear. And this Defendant further saith, and doubts not but to prove, that afterwards the said H. R. caused a Writing to be made purporting his last Will and Testament, to the Effect following, therein reciting the said Indenture so prepared, and the said Fines so levied of the Premises aforesaid, and the Power so reserved to himself to dispose and settle the said Premises; the said H. R. by such Writing or Will for the better settling the Premises to such Persons and for such Estates in the Premises, according to the Power to him reserved in and by the said Indenture, did, by Virtue and in Pursuance of the said Powers to him reserved in and by the said Indenture and Assurance, will, de-

clare, limit and appoint the same in Manner and Form following; (that is to say) he did thereby give, declare, limit and appoint *All* and singular the said Manors, &c. unto J. W. and T. W. of, &c. Esqrs. for and during the Term of forty Years, to begin from and after his Decease, fully to be compleat and ended, *Upon* Trust and Confidence nevertheless in them thereby reposed, that the said J. W. and T. W. their Executors, Administrators and Assigns, should out of the Rents, Issues and Profits thereof, satisfy and pay all the Debts which he should owe to any Person or Persons whatsoever, at the Time of his Death; And also free, indemnify and discharge all and every Person or Persons that should stand, or be bound or engaged with or for him, for any Debt or Debts of his: And also satisfy and pay all such Sum and Sums of Money, Portions and Legacies, to such Person or Persons, and at such Times, and in such Manner and Form, as in and by his said last Will and Testament, or by any Codicil thereunto annexed, he should give, devise, limit and appoint; And for the Maintenance and Preferment of his Daughters, he thereby gave, devised and appointed, that if he should have at the Time of his Death his Daughter H. only, that the said H. or such one Daughter, should have and receive the Sum of 5000*l.* out of the Premisses; And if he should have two or three Daughters at his Death, or born after his Decease, that every of them should have and receive the Sum of 3000*l.* a-piece out of the Premisses; and if he should have more than three Daughters as aforesaid, That then every of the said Daughters as he should have,



have, should only have and receive 2000*l.* a-piece out of the Premises; The said respective Portions to be respectively paid to them by his said Trustees out of the Premises, as aforesaid, severally at their respective full Ages of 21 Years, or Days of Marriage, which of them should first happen, and sooner if the same could be raised out of the Premises; and so soon as the same, or any Part thereof should be raised out of the Premises, and paid as therein after is mentioned, he thereby declared his Will and Meaning to be, That the same should be employed by his said Trustees for the raising out of the Profits of the said Money, or if that should not be sufficient out of the Profits of the Premises, so much yearly for the Maintenance and Education of his said Daughter and Daughters as should amount unto 5*l. per Cent. per Annum* for every 100*l.* that he had thereby appointed them respectively to have for their Portions, as aforesaid; Remainder of the Term of Forty Years to, &c. And he did thereby further give, devise, declare, limit and appoint all and singular the said Mannors, Lordships, &c. subject to the Lease and Trust before, in and by his Will declared, to, and to the Use of the Heirs Males of the Body of him the said H.R. lawfully begotten: And if he happened to die, having no Issue Male at his Death, leaving his Wife ensient of a Son, he did thereby limit the Premises to such after-born Son, and the Heirs Males of his Body lawfully to be begotten; And for Default of such Issue, to the Use of his Uncle the said H.R. and the Heirs Males of the Body of the said H.R. lawfully to be begotten; And for Default of such Issue, To, and to the Use

of the right Heirs of the said H. R. for ever : And he did thereby further declare, limit and appoint, that the Fine and Fines in the said Indenture mentioned, and all other Fine and Fines, and other Assurances by him had, made, suffered and levied, either solely, or with the said Dame D. his Wife, and the said H. R. or either of them, should be and enure, and all and every the Parties thereunto, and every of them, and all and every other Person and Persons, that then were or should be seised of the Premisses, or any Part or Parcel thereof respectively, should stand, continue, and be thereof seised; To the only Use and Behoof of such Person and Persons, for such Estate and Estates, and in such Manner and Form as he the said H. R. had by such his Will limited, declared and appointed, and to no other Use, Intent or Purpose. And this Defendant further saith, That this Defendant hath heard, and believes, that the said Indenture and Will were either read by him, or to him, and that he very well approved of them; and that he declared his Readiness to seal the said Indenture, and likewise declared the said Will to be, and that it should stand for his last Will and Testament; But before he signed or sealed the said Indenture, he, on or about, &c. died suddenly, without any Issue Male of his Body begotten, leaving H. his only Daughter; after whose Death the said H. R. his Uncle, as this Defendant believes, and doubts not but to prove, entred on the said Manors of, &c. and afterwards, to wit, on or about, &c. (setting forth the Payment of the 1000*l.* Mortgage, &c.) And this Defendant saith, and doubts not but to prove, that the said

said H. R. being the only Child of the said H. R. being unsatisfied in her Father's said Will and Settlement, did in *Hillary Term*, in the Year, &c. cause such Ejectment to be brought in the Court of *Common-Pleas* for several of the said Manors and Lands comprized in the said Fine, Settlement and Will, as in this Defendant's Plea, and former Answer, is set forth: Upon which, such Trial was had at the *Common-Pleas* Bar, and the Plaintiff became nonsuited, after full Evidence given, as in this Defendant's Plea, and former Answer is mentioned; And this Defendant believes, and doubts not but to prove, that the said H. R. after the Death of the said H. R. to wit, in or about the Year, &c. exhibited his Bill into the High Court of *Chancery* against the said H. R. and J. H. Esq; and Dame D. his Wife, late Wife of the said H. and Mother of the said H. in Order to examine Witnesses to prove the said H. R.'s said Will and Settlement, *in perpetuam rei Memoriam*, and to have his Debts paid, and Writings delivered. To which Bill, the said J. H. and Dame D. his Wife, put in their Answer, And the said H. by them, as her Guardians, put in her Answer; and all of them insisted that they were Strangers to, and knew nothing of any Will or Settlement made by the said H. R. and insisted that the said H. died seised in Fee-simple of the Premises, and that the same descended to the said H. as his sole Child and Heir; and and the said J. H. and Dame D. his Wife, and the said H. by them as her Guardians, afterwards exhibited their Cross-Bill against the said H. R. and J. W. and T. W. in Order to defeat, disprove, and set aside the said Will; and

and that in Case the said Will appeared to be a good Will to compel the Trustees to execute their Trust, and pay the Debts and Legacies, and several Witnesses were examined in the said Causes on both Sides, and Publication passed accordingly in the said Causes, as by the said Bills and Answers, and other Proceedings in the said Causes, remaining of Record in the said Court of *Chancery*, as this Defendant believes, and whereto this Defendant for more Certainty refers himself, will more fully appear: And this Defendant believes, and doubts not but to prove, that after Publication was passed, and the said H. and her Guardians, and their Counsel or Agents had seen the Depositions, and after the said Trial, they were all so well satisfied in the said R.H.'s Will, and the Title of the said H.R. to the said Manors and Premises, that they acquiesced therein, and no further Proceedings were had in the said Causes; and the said H.R. afterwards paid all the Debts and Legacies of the said H.R. amounting to many Thousands of Pounds, and many Years after, when the said H. his Daughter intermarried with Sir F. P. he, as this Defendant believes, added to her Legacy or Portion 5000*l.* more, which made her Portion 10000*l.* And the said H. R. in Order to raise Money for Payment of the said H. R.'s Debts and Legacies, sold not only several Parts of the said H. R.'s Manors and Lands, but also several Lands of his own; and during his Life afterwards, which was about twenty Years after the said Trial, quietly held and enjoyed all the Residue of the said H. R.'s Estate, without any Pretence of Title thereto, either by the said H. or the said Sir F. P. or any claiming



claiming under them, as this Defendant hath been well assured and believes; and this Defendant believes, and doubts not but to prove, that the said H. R. afterwards executed such Deeds, and suffered such Recovery for barring the Intail and Remainders over, and making himself Tenant in Fee-Simple thereof; and also made such Will and Disposition of his Real and Personal Estate, as in this Defendant's said Plea, and in his said former Answer are set forth, and afterwards died. And that after his Death A. P. Esq; the Plaintiff E's Father so far acquiesced in the said Will, that he brought one or more Bills in *Chancery* to have the Estate conveyed to him in Pursuance thereof; and such Orders and Decrees were made therein as in this Defendant's said former Answer is set forth; and this Defendant claims such Title as aforesaid by and under the Will of the said H. R. and the several Wills and Conveyances in this Defendant's said former Plea, and in his said former Answer is set forth; and hopes he and the other Defendants his Sons shall be permitted quietly to hold and enjoy the said Manors of, &c. according to the several Estates and Interests therein, as in his said former Answer and Plea is mentioned and expressed: And this Defendant saith, That herein and in this Defendant's Plea and former Answer, and in the Schedule hereto annexed (which Schedule he prays may be taken as Part of this his Answer) he hath set forth a Particular of all such Deeds, Wills, Fines, Common Recoveries, Judgments, Decrees, Writings or Evidences, as are or at any Time were in this Defendant's Custody or Power, or in the Custody, Power or Possession of any other

other Person for his Use, or by his Privy or Delivery, relating to the Title of any the Manors, Lands or Tenements in Question, in this Suit or any Part of them, with the Dates, Uses, Limitations, Trusts, Contents, Names of Parties, signing Terms, and Number Rolls of each of them respectively either had, levied, suffered or obtained, made, executed, or mentioned to be made, executed, had, levied, suffered or obtained by or against, or to or for the Benefit of the said Sir F. R. H. R. and H. R. or either of them or of their Ancestors, or any in Trust for them or any of them, upon or after the Purchase of the said several Estates, according to the best of this Defendant's Knowledge, Belief or Remembrance, (except Deeds of Purchase, wherein no Estate is limited, but in Fee-Simple, and except Tenants Leases; and also except Copies of Bills, Answers and other Proceedings in the Courts of Equity, which Copies being numerous, and this Defendant conceiving the same to be immaterial, is however (if required) willing and ready to bring into this Court or otherwise to dispose of as this Court shall direct; and also except, &c.) And this Defendant denies, that he this Defendant, or any or either of the other Defendants to his Knowledge, or any other Person or Persons to or for his Use, or to his Knowledge, or with his Privy or Consent, have, hath or ever had in his, their or either of their Hands, Custody, Power or Possession, nor doth know or ever heard of, any Deed, Settlement, Conveyance or Assurance made or executed by any Person whatsoever, on the Marriage of H. R. with D. H. in the Bill named, of all or any the Manors and  
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Lands in the Bill mentioned, or any other Settlement, Deed or Writing whatsoever, whereby all or any Part of the Manors and Lands in Question, after the Decease of the said H. R. were to vest in, come unto or were settled to the Use of the Heirs of the said H. R. by such Marriage or otherwise, or whereby the said H. R. was but Tenant for Life, or Tenant in Tail of such Estate (except as aforesaid :) And likewise denies, that he or any other Person or Persons to his Use, by his Delivery, or with his Privy or Consent, have or hath or ever had in his or their Custody, Power or Possession any Deeds, Wills, Fines, Common Recoveries, Judgments, Decrees, Writings or Evidences any Ways relating to the Title of all or any the Manors and Lands in Question, save what are herein, and in the Schedule hereto annexed, or in this Defendant's Plea and former Answer mentioned, to the utmost and best of this Defendant's Knowledge, Belief or Remembrance, (except as aforesaid ;) And this Defendant saith, he cannot set forth otherwise than he hath herein before already set forth, and as appears by the Schedule hereto annexed, and this Defendant's said Plea and former Answer, by what Deed or Writing or how otherwise the said H. R. became seised of the Manors and Lands in Question, to him and to the Heirs Males of his Body, with Remainders over to H. R. his Uncle, and to the Heirs Males of his Body begotten; and for Want of such Issue to the right Heirs of the said H. for ever; nor what is the Date or Contents of such Deed or Settlement, if ever any such there were, or who are Parties thereunto, or what are the Particulars of the said Manors  
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and Lands therein mentioned; and this Defendant denies, that he knows, believes or ever heard that the said H. R. either before or after the Marriage of the said Sir F. P. with the said H. did on any Pretence whatsoever draw the said Sir F. P. into any such Agreement, Articles or Covenants, or into any Deed, Article, Writing or Marriage-Settlement, as in the said Complainant's Bill is suggested, or to any such or the like Effect; And this Defendant saith, he or any other Person by his Privy hath not nor ever had in his Hands, Custody, Power or Possession, any Writing whatsoever that imports any such or the like Agreement, or to any such Effect; nor doth this Defendant know or believe, that the other Defendants, or any or either of them have, hath or ever had the same or any such in his, their or either of their Hands, Custody, Power or Possession; nor doth know where the same is, are or ever were, nor believes there ever was any such; And this Defendant denies, that he hath or ever had in his Power or Custody any ancient Deeds, Evidences, Articles, Covenants, Agreements, Wills or Writings that concern or relate to the Estate in Possession, wherein or whereby the Complainant E. (as this Defendant believes, or in any wise conceives) is or may be entitled as Heir to the said H. R. Sir F. R. or H. R. or to either of them or otherwise; *without that, that, &c.*



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*Registry of Deeds and Conveyances.*

*Memorials of Deeds of Lease and Release, a Deed of Mortgage, and Articles of Agreement, &c. to be Registered, pursuant to Act of Parliament.*

*To the Register appointed for Registering Deeds, Conveyances and Wills, &c.*

**A** Memorial of an Indenture, made the Day and Year, &c. Between A. B. of, &c. of the one Part, and C. D. and E. F. of, &c. of the other Part; the said A. B. by the said Indenture, in Consideration of 5 s. to him paid by the said C. D. and E. F. Hath granted, bargained and sold, unto the said C. D. and E. F. one Moiety or half Part of the Mills and Weyres of, &c. called or known by the Name, &c. with their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging, in the County of, &c. (which said Mills and Premises were lately purchas'd by the said A. B. to him and his Heirs, of L. M. of, &c.) And the Reversion and Reversions, Remainder and Remainders, Rents and Services, of one Moiety of the said Mills and Premises above-mentioned, and of every Part thereof, with the Appurtenances. To hold the said Moiety of the said Mills and Premises, and all Rights, Privileges, Advantages and Appurtenances thereto belonging, unto the said C. D. and E. F. their Executors, Administrators and Assigns, from the Day, &c. for and during

during the Term of one Year, *Yielding and paying* one Pepper-Corn, in and upon the *Beast* of *St. Michael the Arch-angel*; To the Intent, that by Virtue of the said Indenture, and by Force of the Statute for transferring of Uses, the said C. D. and E. F. may be in the actual Possession of the said Premises, and be enabled to take a Release of the Reversion and Inheritance thereof, to them, their Heirs and Assigns for ever. Which said Indenture is witnessed by G. J. of, &c. Gent. J. A. his Clerk, and J. M. of, &c. And this Memorial is witnessed by the said G. J. of, &c. aforesaid.

*The above named J. G. maketh Oath, that he is a subscribing Witness to the Indenture, whereof the above Writing is a true Memorial; and that he saw the said Indenture duly sign'd, sealed and executed, by the above-named A. B. to the said C. D. and E. F. and did see the said C. D. and E. F. sign the said Memorial.*

Jur' . . . . die & Anno . . . &c.

*To the Register appointed for Registering Deeds, Conveyances and Wills, pursuant to Act of Parliament.*

**A** Memorial of an Indenture, made the Day, &c. Between A. B. of, &c. and M. his Wife of the one Part, and C. D. and E. F. of, &c. of the other Part; The said A. B. and M. his Wife, by the said Indenture, for and in Consideration of the Sum of 3000*l.* of lawful British Money, 1500*l.* whereof to the said A. B. in Hand paid by the said C. D. and

and E. F. And the other 1500*l.* to be advanced and laid out by the said C. D. and E. F. in the Joint Trade of buying, selling and grinding of Corn and Flower, agreed upon by Articles of Agreement, bearing equal Date with the said Indenture, in such Manner as therein is mentioned, and for other good Considerations, *Have* granted, bargained and sold, aliened, released and confirmed unto the said C. D. and E. F. (in their actual Possession being by Virtue of a Bargain and Sale to them thereof made for one Year, bearing Date the Day next before the Day of the Date of the said Indenture) and to their Heirs and Assigns for ever, one Moiety or half Part of the Mills and Weyres of, &c. called or known, &c. with all their Appurtenances, And all Rights, Privileges and Advantages thereunto belonging, in the County of, &c. (all which said Mills, Weyres and Premisses were lately purchased of, &c.) And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of one Moiety of the said Mills and Premisses, And also all the Estate, Right, Title, Interest, Claim and Demand, as well in Equity as in Law, of them the said A. B. and M. his Wife, of, in and to the said Moiety of the said Premisses above-mentioned, and every Part thereof, *To hold* the said Moiety of the said Mills, Weyres and Premisses, with the Rights, Privileges, Benefits, Advantages and Appurtenances thereunto belonging, unto the said C. D. and E. F. their Heirs and Assigns for ever. *And* in and by the said Indenture, the said A. B. hath covenanted with the said C. D. and E. F. That the said A. B. and M. his Wife, shall before the End of, &c. Term,

or levy in due Form of Law, one Fine *Sur Conusance de droit come ceo*, &c. unto the said C. D. and E. F. and their Heirs, of the said Moiety of the said Mills, Weyres and Premisses above-mentioned; and the said Fine so to be levied, is agreed and declared to be and enure, To the only Use and Behoof of the said C. D. and E. F. their Heirs and Assigns for ever. *And also* in the said Indenture are contained Covenants from the said A. B. That he was lawful Owner of the said Mills, Weyres and Premisses; and had good Right to grant and convey the said Moiety of the said Mills unto the said C. D. and E. F. their Heirs and Assigns; *And* that the said C. D. and E. F. their Heirs and Assigns, shall peaceably hold and enjoy the said Moiety of the said Mills and Premisses, without the Let, Trouble or Interruption of him the said A. B. his Heirs or Assigns; and that freed and discharged from all former and other Bargains, Sales, Grants, Charges and Incumbrances, made, done or suffered by the said A. B. or any claiming under him; and that the said A. B. shall and will at all Times hereafter, do and execute any other lawful Acts for the further conveying of the said Moiety of the said Mills unto the said C. D. and E. F. their Heirs and Assigns, as by Counsel shall be advised: *Which* said Indenture, (together with the Receipt thereon indorsed for the Consideration-Money) is witnessed by G. J. of, &c. London, Gent. J. A. his Clerk, and J. M. of, &c. And this Memorial is witnessed by the said G. J. and, &c.

*Signed and Sealed by the said C. D.  
and E. F. in the Presence of, &c.*



*The above named G. F. Gent. maketh Oath,  
That he is a subscribing Witness to the  
Indenture, whereof the above Writing is  
a true Memorial, and that he did see  
the said Indenture duly signed, sealed  
and delivered by the above named A. B.  
and M. his Wife, to the said C. D. and  
E. F. and did also see the said C. D. and  
E. F. Sign and Seal the said Memorial.*

*Jur. &c. cor. &c.*

*To the Register appointed for Registering Deeds  
and Conveyances, &c.*

**A** Memorial of Indentures of Lease and Re-  
lease, made the Days of, &c. in the  
Year, &c. Between A. B. of, &c. of the one  
Part, and C. D. and E. F. of, &c. of the other  
Part. Whereas by other Indentures of Lease  
and Release bearing equal Date with the said  
Indentures, made between the said A. B. and  
M. his Wife of the one Part, and the said  
C. D. and E. F. of the other Part; in Consi-  
deration of 3000*l.* of, &c. 1500*l.* whereof  
to the said A. B. in Hand paid, and the other  
1500*l.* to be laid out by the said C. D. and  
E. F. in the joint Trade of Buying, Selling  
and Grinding of Corn and Flower: Agreed  
upon between all the said Parties by Articles  
of Agreement, also bearing equal Date with the  
said Indenture; They the said A. B. and M.  
his Wife granted, bargained and sold, aliened  
and released unto the said C. D. and E. F.  
their Heirs and Assigns, one Moiety or half-  
Part of the Mills and Weyres of, &c. with  
their Appurtenances, and all Privileges and  
Advantages thereunto belonging, in the Coun-

ty of, &c. and the Reversion and Reversions Remainder and Remainders, Rents and Services of the said Moiety of the said Mills and Premisses; *To hold* unto the said C. D. and E. F. their Heirs and Assigns for ever: And it being agreed between the said Parties to the Indenture of Release, whereof this is a Memorial, that the other Moiety of the Mills and Weyres aforesaid, should be mortgaged by the said A. B. as a Security that the said 1500*l.* to him advanced by the said C. D. and E. F. shall be paid into the joint Trade aforesaid, as soon as may be, within seven Years from the Date of the said Indenture, and in the mean Time after the Rate of 5*l. per Cent. per Ann.* for the same. Now by the said Indenture of Release, the said A. B. for and in Consideration of the said Sum of 1500*l.* of, &c. to him paid as aforesaid, and for securing the Repayment thereof into the said joint Trade, according to the said Articles of Agreement, and also the Payment to the said C. D. and E. F. of Interest after the Rate of 5*l. per Cent.* as hereafter is mentioned; he the said A. B. *Hath* granted, bargained and sold, released and confirmed unto the said C. D. and E. F. their Heirs and Assigns for ever (in their actual Possession being by Virtue of the said Indenture of Lease) *All* that the other Moiety, or half-Part of the said Mills and Weyres of, &c. with all their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said other Moiety of the said Mills and Premisses: *To hold* the said other Moiety of the said Mills, Weyres and Premisses, with the Appurtenances

nances unto the said C. D. and E. F. their Heirs and Assigns for ever. *In* which said Indenture is contained a Proviso, that if the said A. B. his Heirs or Assigns, shall as soon as conveniently he or they can, within the Space of seven Years next coming, pay into the Hands of the Cashier of the Cash and Stock of the joint Trade above-mentioned, the said Sum of 1500*l.* of, &c. and in the mean Time pay Interest for the same to the said C. D. and E. F. their Executors, Administrators or Assigns, after the Rate of 5*l.* per Cent. per Ann. Then the said Indenture and every Thing therein to cease and be void. *And* in the said Indenture, are contained Covenants from the said A. B. to the said C. D. and E. F. for Payment of the said 1500*l.* into the joint Trade, and the Interest in the mean Time, according to the Proviso: And that the said C. D. and E. F. their Heirs and Assigns, after Default in Performance of the Proviso, shall peaceably hold and enjoy the said other Moiety of the said Mills and Premises; and after such Default, the said A. B. and his Heirs, shall do and execute all further Acts, for the further assuring of the said Moiety of the said Mills, unto the said C. D. and E. F. their Heirs and Assigns, freed and discharged from the Proviso aforesaid; and that until Default, the said A. B. his Heirs and Assigns, shall enjoy the said Premises, and receive the Rents and Profits thereof. *Which* said Indenture is witnessed by G. J. of, &c. Gent. J. A. his Clerk, and J. M. of, &c. And this Memorial is witnessed by the said G. J. &c.

*Signed and sealed by C. D. and E. F.  
above named in the Presence of, &c.*

*The above named G. J. maketh Oath, That he is a subscribing Witness to the Indentures, whereof the above Writing is a true Memorial; and that he did see the said Indentures duly signed, sealed and delivered, by the above named A. B. to the said C. D. and E. F. and did see the said C. D. and E. F. sign and seal the said Memorial.*

*Jur. &c.*

*To the Register appointed for Registering Deeds, &c.*

**A** Memorial of Articles of Agreement, made and agreed upon the Day, &c. Between A. B. of, &c. of the one Part, and C. D. and E. F. of, &c. of the other Part. Whereas the said A. B. being seised to him and his Heirs, of and in the Mills and Weyres of, &c. called or known by the Name, &c. with the Appurtenances, in the County of, &c. in Consideration of 3000*l.* granted, released and conveyed, one Moiety or half-Part of the said Mills, Weyres and Premises, with all their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging to the said C. D. and E. F. their Heirs and Assigns for ever; as by certain Indentures of Lease and Release, the Release bearing equal Date with the said Articles, may appear. And whereas it is agreed by the said Articles of Agreement, that 1500*l.* of the Consideration-Money mentioned in the Release or Conveyance aforesaid; shall be advanced and laid out by the said C. D. and E. F.



E.F. in the joint Trade of buying, selling and grinding of Corn and Flower, in the said Articles mentioned, intended to be carried on and managed in Partnership between all the said Parties thereunto; and that the other 1500*l.* of the Consideration-Money, mentioned in the said Conveyance, as soon as the same shall be paid into the said joint Trade and Stock of the said Partnership, by the said A.B. his Heirs or Assigns, according to the Intent and Meaning of a certain Indenture of Mortgage, bearing equal Date with the said Articles, made and granted of the other Moiety of the Mills and Premises aforesaid, by the said A.B. to the said C.D. and E.F. and their Heirs, shall be also laid out and employed in the joint Trade of buying, selling and grinding of Corn and Flower hereafter mentioned: *To the End*, the said joint Trade may be entered into, and effectually carried on, to the utmost Benefit and Advantage of the said A.B. C.D. and E.F. their Executors, Administrators and Assigns; *It is covenanted, granted and agreed upon*, by the said Articles, by and between the said Parties thereto, their Executors, Administrators and Assigns, in Manner following, (that is to say) *Imprimis*, it is agreed, that the said A.B. C.D. and E.F. shall join, and by the said Articles they do join themselves to be Copartners together in the Trade and Business of buying, selling and grinding of Corn and Flower, in the Mills aforesaid, for the Use of the City of, &c. and buying up and grinding of Corn, to be transported and sent abroad, and made into Biscuit, &c. which said joint Trade and Copartnership is to remain and

continue between the said Parties, their Executors, Administrators and Assigns, commencing from, &c. for and during the Term of 1000 Years. And to that End the said C. D. and E. F. have agreed to advance and deliver in as Stock the said Sum of 1500*l.* above-mentioned, on or before, &c. and the said A. B. hath agreed to deliver in the Sum of 1500*l.* as Stock, within seven Years from the Date of the said Articles, according to the Purport of the said Mortgage, above recited, to be used and employed between the said Parties, for the joint Management of the Trade aforesaid, in the Mills and Business above-mentioned. And it is agreed between the said Parties, that they the said Copartners shall at all Times do their best Endeavours for their joint Interest and Advantage; and that all Gain and Profit, that shall arise from the said joint Trade, shall be divided into two equal Parts, one Part whereof to be paid to the said A. B. his Executors, Administrators and Assigns, and the other Part thereof to the said C. D. and E. F. their Executors, Administrators and Assigns; and also, that all Losses shall be born in like Manner by and between the said Parties, (*viz.*) one half by the said A. B. and the other half by the said C. D. and E. F. their Executors, &c. And it is agreed, that the said A. B. his Executors, Administrators and Assigns, shall manage the Trade of grinding of Corn into Flower, in the said Mills of, &c. aforesaid, and there for the most Part reside; and that the said C. D. and E. F. their Executors, Administrators and Assigns, shall manage the Trade and Business of buying up Wheat, and other Grain, and  
of

of making of Biscuit, &c. and transporting it into Foreign Ports; and the said A. B. his Executors, &c. shall not only grind the Corn and convert the same into Flower, but shall also sell the said Flower remaining to be sold, at the greatest Price that can be had for the same; and shall return the Money therefrom arising to the Cashier appointed: And the said Parties shall as often as they think fit, appoint one or more Clerk or Clerks, as Checks upon the Management of the joint Trade, either by the said A. B. or the said C. D. and E. F. *And* it is agreed, that there shall be kept, from Time to Time, true Books of Account, wherein each of the said Copartners shall enter all Moneys by them received and paid, and all Goods bought and sold, to which either of the said Parties shall have free access; and that the said Copartners at the End of every three Months, shall render to each other a just Account of all Rents, Tolls and Profits by them made and received, and all Losses sustained, and of all Receipts, Payments and other Matters, acted or done in the said joint Trade; and upon making up such Accounts, shall divide and deliver to each other, their Shares and Parts above-mentioned of and in the Profits and Increase of the Stock aforesaid: And on the Death of either of the said Parties, a General Account shall be made up of all Things relating to the said Copartnership; and the surviving Party shall deliver to the Executors or Administrators of the Party dead, or other Persons entitled, the Part and Share of the Profits in the said Trade, due and belonging to the Party deceased, and admit the said Executors,

tors, or Administrators, or Persons otherwise entitled, into the joint Trade and Copartnership, to be carried on as aforesaid. *And* it is covenanted, that none of the Copartners shall lend to any Person or Persons any of the said joint Stock, or give Credit to any Person, without the Consent and Agreement of all the said Copartners; and that none of the said Copartners shall do any Act, to incumber the said Copartnership: And it is agreed, that G. H. of, &c. shall be the present Cashier, to receive the Cash for the Management of the said joint Trade, and the Money arising from the Profits thereof; and if any Money, beyond the intended Stock, be wanting to carry on the said Trade, then the said Parties, by their mutual Assent, shall borrow such further Sum or Sums as shall be necessary, on the Security of the Mills, Weyres and Premises above-mentioned. *Which* said Articles of Agreement, are Witnessed by G. J. of, &c. Gent. J. A. his Clerk, and J. M. of, &c. and this Memorial is witnessed by the said G. J. &c.

*Signed and sealed by A. B.*

*C. D. and E. F. above-named, &c.*

*The above-named G. J. maketh Oath, that he is a subscribing Witness to the Articles, whereof the above Writing is a true Memorial; and saw the said Articles duly signed, sealed and delivered by the above-named A. B. C. D. and E. F. and also did see them sign and seal the said Memorial.*

*Jur. die & Anno, &c. coram, &c.*

**F I N I S.**



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T H E  
T A B L E.

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*Special Lease and Release, and Confirmation.*

**A** Release of an Estate mortgaged, made in Consideration of the Releasee's paying the Mortgagee the Moneys due on the said Mortgage, &c. Page 1

**A** Release and Confirmation of several Messuages, formerly conveyed by a Man and his Wife to divers Purposes; first as a Security for a Sum of Money, and a Person was impowered to receive the Rents, to discharge the Interest; Then to procure an Assignment of a Judgment to attend the Fee; and afterwards the Premises to remain to the Use of such Person, and for such Estates as the Wife alone, and separate from her Husband, should by any Writing, or by her Will appoint; made by the Wife, and the Persons to whom the Premises were conveyed as aforesaid, to a Purchaser. 6

**A** Release and Conveyance of a Manor and Lands mortgaged, made by the Mortgagee and Owner, in Consideration of the Money due on the Mortgage; and of a further Sum

## The T A B L E.

Sum, and also of giving Security, and undertaking to pay other Sums, amounting in the whole to the Sum contracted and agreed for the Purchase of the Premises.

Page 15

A Release and Confirmation of a Capital Messuage and Farm, which was in Mortgage, and in the Mortgage was a Covenant to levy a Fine, which accordingly is levied; and the Mortgage-Money not being paid, the Mortgagor enters into Articles with the Mortgagee for Sale of the Estate, leaving Part of the Purchase-Money in the Mortgagee's Hands, as a Security for paying an Annuity charged on the Premises; and upon the Determination of the said Annuity, the Remainder of the Money so left in the Purchaser's Hands to be paid to the Vendor; made in Pursuance of the aforesaid Articles, in Consideration of Moneys paid by an Account annexed, with special Recitals and Covenants, &c.

20

A Deed of Covenants on a Purchase of an Estate, where Dower may be claimed by the Widow of the Vendor's Brother; made between the Vendor and the Purchaser, whereby a Sum of Money is deposited in the Hands of the Purchaser, as a Security against such Dower, and there to remain until the Death of the Widow; or a Release of the Dower is obtained, when it is to be refunded, and in the mean Time Interest to be paid for it, &c.

33

A Release or Conveyance of several Fee-Farm Rents.

37

A Re-

## The T A B L E.

- A Release or Conveyance of several Messuages and Lands made by two Persons, with a Covenant to levy a Fine, &c. Page 41
- A Release or Conveyance of a Moiety of a Messuage, &c. held by Patent under a yearly Rent, formerly forfeited to the Crown; with a several *Habendums* to two Persons, and their Heirs. 49
- A Conveyance of an Estate, made by a young Nobleman and his Trustees; pursuant to an Act of Parliament for Sale of the same Estate (*int' alia*) for Payment of Debts and Legacies; with an Assignment of a Mortgage to attend the Fee in the same Deed, &c. 54
- A Release and Conveyance of Lands to Trustees in Consideration of a Sum of Money given by Will, upon Trust for pious and charitable Uses directed by the said Will, *viz.* To pay the Parson a yearly Sum for preaching a Sermon; for buying Cloaths yearly for the Poor of the Parish; and for buying Bread, and distributing it among the Poor weekly; and for repairing of Family Tombs, &c. And on Default of applying to the Uses, then upon Trust for the Poor of another Parish; made to ten of the most substantial Persons inhabiting in the Parish, with Proviso, That whenever they are by Death reduced to the Number of Three, they are, with the Consent of the Lord of the Manor, and the Minister and Church-wardens, to convey the Premises to ten other Trustees; and so from Time to Time for ever, *Toties quoties*, &c. whereby the Trusts may have peapetual Duration. 63
- Feoffments,*

## The T A B L E.

Sum, and also of giving Security, and undertaking to pay other Sums, amounting in the whole to the Sum contracted and agreed for the Purchase of the Premisses.

Page 15

A Release and Confirmation of a Capital Messuage and Farm, which was in Mortgage, and in the Mortgage was a Covenant to levy a Fine, which accordingly is levied; and the Mortgage-Money not being paid, the Mortgagor enters into Articles with the Mortgagee for Sale of the Estate, leaving Part of the Purchase-Money in the Mortgagee's Hands, as a Security for paying an Annuity charged on the Premisses; and upon the Determination of the said Annuity, the Remainder of the Money so left in the Purchaser's Hands to be paid to the Vendor; made in Pursuance of the aforesaid Articles, in Consideration of Moneys paid by an Account annexed, with special Recitals and Covenants, &c.

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## The T A B L E.

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- Feoffments,*

# The T A B L E.

## *Feoffments, Bargains and Sales.*

A Feoffment of an Estate in Lands, &c.	Page 73
A Feoffment of an Estate supposed to be escheated to the Lord of the Manor, by the Absence of the Heir beyond the Seas; made to the Heir on his Return.	77
A Feoffment or Conveyance of a Tenement in Fee-Farm, under an yearly Rent, made to a Man and his Heirs, to such Uses as he shall by Deed direct and appoint, with Proviso to distrain for the Rent, &c.	81
A Bargain and Sale of a Messuage, &c. to be inrolled.	86
A Bargain and Sale of a Messuage and divers Lands, from three Persons, one a Widow and Relict, another an Heir of a Person deceas'd, and a Mortgagee; made to a Purchaser, with Exceptions of Incumbrances, &c.	87
A Bargain and Sale of several Manors by two Persons, in Consideration of a Sum of Money paid to one; and that the other is paid all Moneys due to her out of the Estate; and in Part of Performance of Covenants between them, made to a Purchaser, &c.	90
A Bargain and Sale of Lands, in Consideration of Money paid by an Account, and the Ballance of the said Account; and also of Money left in the Purchaser's Hands, as a Security against an Annuity; made to strengthen a Conveyance, by Lease and Release, &c.	93
A Bargain and Sale made in Pursuance of Covenants for future Assurance, &c.	95

*Indentures*

## The T A B L E.

### *Indentures to lead Uses of Fines and Recoveries.*

An Indenture to lead the Use of a Fine, on a Purchase. Page 98

An Indenture to lead the Uses of a Fine of a Manor and Lands, to be levied by the Husband by Way of Settlement on the Husband and Wife for their Lives, with Power to grant Leases or Copies for Lives; and after the Decease of the Survivor of them, to the Use of the right Heirs of the Husband, &c.

Special Uses of a Fine declared, (*viz.*) To the Use of a Man and his Wife for their Lives; and after their Deceases, to the Heirs of the Survivor of them; with Power to make Leases for 1000 Years, under a Pepper-Corn Rent, or for Lives, under what Rent they think fit, and Proviso to revoke the Uses, and charge the Premises with any Sum of Money, or Annuity, &c. And then the Premises to remain to such Uses, and for the Payment of such Sums, Annuities, &c. as the Conusor shall further limit and appoint. 99

An Indenture to acknowledge a Fine of a Rent. 103

A Deed to make a Tenant to the *Precipe*, to suffer a Common Recovery. 106

A Deed to make a Tenant of the Freehold; and suffer a Common Recovery; the Uses whereof are declared, &c. 108

An Indenture to lead the Uses of two Recoveries, made by Way of Lease and Release. 110

Another 113

## *The T A B L E.*

Another Deed to suffer a Recovery, and declaring the Uses thereof by Lease and Release. Page 116

A Conveyance of an Estate to a Purchaser by Covenant to levy a Fine, from a Man and his Wife, and their Daughters and Husbands, and also to suffer a Recovery in one Deed; the Uses whereof are declared to be to the Purchaser and his Heirs; with Covenants for peaceable Enjoyment, future Assurance, &c. 120

The Consideration of a Conveyance or Settlement of an Estate by Fine and Recovery. 125

A Deed or Covenant to convey an Estate by Fine and Recovery, or other sufficient Conveyances; to the Use of a Son, and the Heirs Males of his Body, until they shall go about to sell the same; Remainder to the Covenantor and his Heirs Male, to keep the Estate in the Name and Blood; with divers other Remainders: And Covenant for peaceable Enjoyment, free from Incumbrances; except Tenants Leases, and Titles of Dower, &c. 126

### *Articles of Marriage, &c.*

Articles of Marriage, for settling several Annuities for 99 Years, by assigning them to Trustees, in Trust for the Husband during his Life; and after his Decease, to the Wife during her Life; and after her Decease, to the Executors of the Husband during the Remainder of the Term: And *In Trust* as to some of the said Annuities, for securing a yearly Sum to the Husband; and also a yearly



## The T A B L E.

yearly Sum to the Wife, for her separate Use, with Provifo to difpofe. of the faid Annuities; on fettling Lands of the fame Value to the like Ufes. Page 131

Articles of Marriage, where the intended Husband in Confideration of 1500*l.* the Wife's Portion, agrees to leave the Wife at his Deceafe 1500*l.* And if he hath any Children, 1500*l.* among them; to be paid at their Ages of 21 Years, and in the mean Time 50*l.* per Ann. for their Maintenance, &c. Provifo, that if the Husband in his Life-time otherwise provide for the Children, the Provifion of 1500*l.* to be void; and that the 1500*l.* to the Wife, is in full of all Dower, &c. 137

Articles of Marriage, that in Confideration of 1000*l.* the Wife's Portion, the Wife fhall have the third Part of her Husband's Personal Eftate at his Deceafe, according to the Custom of the City of London, or the Sum of 1000*l.* at her Election; and the Sum of 1000*l.* for Childrens Portions payable at their Age of 21 Years or Marriage; and in Cafe of his Death, the full Interest of fuch Portions is to be paid until they fhall become due, for the Maintenance of the Children, &c. 141

An Agreement, that Money owing on Bonds fhall be called in and recovered, and be put forth at Interest, or laid out in the Purchase of Lands, to be fettled on Daughters and younger Sons; and covenant to settle other Lands, as an Addition to the Jointure of the Wife, &c. 145

Articles for the fettling of Houfes, when they fhall be recovered at Law, with Power to commence Suits and recover the

## The T A B L E.

same; and afterwards, to convey and settle the said Houses to and upon the Husband and Wife, and their Issue, &c. and covenant to bear the Charges of the Law-Suits.

*Page 148*

Articles to convey Manors and Lands mentioned in several Schedules, which were in Dispute between Father and Son, to Trustees, in Order to make Sale thereof, for Payment of Debts and Annuities; and the Profits of the Premises before Sale, to be applied for Payment of the Interest of the Debts; and for settling of such Lands as shall remain after the said Debts are paid, as also of other Lands to several Uses. 153

Articles of Marriage, made between the intended Husband's Father and Wife's Mother, (the Wife being under Age) for settling a considerable Estate; Part whereof, to the Use of the Husband's Father and Mother for Life; Remainder to the Husband for Life; Remainder to the Wife for Life; Remainder to Heirs Males; Remainder to the right Heirs of the Husband: With Terms to Trustees for the separate Use of the Wife, and for raising Portions for Daughters. Other Part of the Estate, to the Husband and Wife, and their Heirs Males; with Remainder to the Heirs Males of the Husband by any other Wife; Remainder to his Brother, and Heirs Males, &c. And the Wife's Fortune consisting of Lands and Money, the Lands to be settled to the same Uses; and the Money to be laid out in a Purchase of Lands, to be settled on the Husband and Wife, and his Heirs Males, Remainder to his right Heirs: And Power is given to the Husband, after the

## *The T A B L E.*

the Wife's Decease, to make a Settlement on any other Wife; and to revoke the Uses of this Settlement as to Part of the Lands, on settling other Lands to the like Uses; and to charge the Estate with Sums of Money, and Annuities for younger Sons, &c.

Page 165

The Consent of the intended Wife (being of Age) to the preceding Articles; and her Covenant to perform the same, made by Way of Indorsement.

176

### *Marriage-Settlements, Jointures, &c.*

A Marriage-Settlement by Fine and Recovery of several Manors and Lands, made by the intended Husband's Father, in Pursuance and part of Performance of the last Marriage-Articles; To the Use of the intended Husband for Life, Remainder to the Wife for Life for her Jointure; Remainder to his Heirs Males; Remainder to the other Sons of the Husband's Father and their Heirs Males; Remainder to the Daughters; Remainder to his right Heirs: And a Term of 99 Years of Part of the Lands is limited to Trustees for the separate Use of the Wife; with Proviso for the Husband, if he survives his Wife, to make a Settlement on any other Wife; and if the Wife dies without Issue Male, for the Husband to revoke this Settlement, and limit new Uses, so as they be to the Heirs Male of his Family: And Proviso by Deed or Will to create a Term of 100 Years to charge the Estate with 10,000*l.* Portions for younger Sons, and 1000*l.* *per Ann.* Annuities; and Power to make Leases, &c.

178

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## The T A B L E.

A Marriage-Settlement by Fine, of the 5th Part of several Manors of the Wife's, made in Pursuance and full Performance of the aforesaid Articles by the Husband and Wife; To the Husband for Life, Remainder to the Wife for Life, Remainder to their Heirs Male, Remainder to his Heirs; with a Term of 1000 Years to Trustees to raise Daughters Portions; (*viz.*) If one Daughter, 12000 *l.* if two, 14000 *l.* and if three Daughters, 16000 *l.* Proviso, if they are otherwise provided for, the Term to cease; and Power for the Husband (after the Wife's Decease) to charge the Lands with Daughters and younger Sons Portions to the Value of 12000 *l.* and 1000 *l.* *per Ann.* Annuities: Proviso for the Husband to revoke, on settling other Lands of the same Value to the like Uses; Proviso, if the Husband and Wife, and the other Coheirs of the entire Manors make Partition, and settle the Premises to the same Uses, Then also to revoke this Settlement; and Power to make Leases for 21 Years, and covenant, if the Husband dies in the Life-time of the Wife, leaving a Son, the Husband's Father to pay 150 *l.* *per Ann.* during his Life, for such Sons better Maintenance, &c.

Page 196

A Marriage-Settlement by Lease and Release of Manors, Castles, &c. made by the Husband, and several Mortgagees, in Consideration of the Marriage, and the Sums of 3000 *l.* and 1000 *l.* Part of the Wife's Portion, paid the Mortgagees, by the Wife's Father, to Trustees for the Uses following, (*viz.*) to the Husband for 99 Years, if he live so long; and after his Decease, on Trust to permit the Wife to receive 400 *l.*



## The T A B L E.

*per Ann.* Annuity during her Life for her Jointure; Remainder to the Heirs Male of the Husband on the Wife, charged with the said Annuity; Remainder to Trustees for 500 Years to raise Daughters Portions, Remainder to the Husband's Heirs; Proviso to charge the Lands with Portions for younger Sons, and to Lease or Grant the same by Copy of Court-Roll, for one, two, or three Lives, and also to make Leases for 21 Years, &c.

Page 209

An Appointment to be added at the End of a Settlement, That all Terms and Assignments thereof, shall attend and wait on the Settlement, to protect the Premises against Incumbrances.

223

A Marriage-Settlement, where the Husband's Fortune is inconsiderable to that of the Wife, made by the Wife before Marriage, of her own Estate, consisting of Manors, Hundreds, &c. To the Use of herself until the Solemnization of the Marriage, Remainder to Trustees for 99 Years, if she and her intended Husband live so long; Remainder to the Heirs of the Wife; Proviso that the Wife alone (after Marriage) may make any new and other Settlement or Disposition of the Estate, or Charge the same as she shall think fit after her Decease, with Power from the Husband for her to make a Will. The Term of 99 Years is in Trust to raise and pay 1000 *l. per Ann.* to the Wife during her Life or to whom she shall appoint: And the Residue of the Rents and Profits of the Premises to be received by the Husband, subject to Annuities and Portions appointed by the Wife's former Husband; Proviso for the Husband and

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Wife

## The T A B L E.

Wife to make Leases for four or five Lives, but the Fines for such Leases to be received by the Wife to her separate Use, &c. Page

224.

A Marriage-Settlement, or Assignment of a considerable Personal Estate and Leases, Mortgages, &c. by the Wife to Trustees to raise 10,000 *l.* the Portion of the Wife; and out of it in the first Place, to pay off several Mortgages and Incumbrances on the Husband's Estate, intended to be settled on the Wife for her Jointure, and the Residue to the Husband; And in the next Place, to apply the Rents of the Leases towards raising 1000 *l. per Ann.* for the separate Use of the Wife; and afterwards to make such Assignments of the Remainder of the Premises as the Wife shall appoint, subject to the Trusts in the Will of her former Husband. Proviso for the Trustees to reimburse themselves all Charges, and that each shall be accountable for his own Acts only: And Covenant from the Husband not to impede or hinder the Execution of the Trusts, &c.

234

A Marriage-Deed or Settlement by the Husband, of the Real and Personal Estate of the Wife, *In Trust* for her Use and Benefit, as a separate and distinct Estate; with Power to the Wife to give and dispose thereof by Deed or Will, &c. And for the Trustees to bring Actions in the Name of the Husband and Wife, to recover Money due to the Wife for her Use; and Covenant that the Husband will not Release them, &c. 240

A Release of a Manor and Lands on Marriage, from the Husband and Wife, to the Use of the

the

## The T A B L E.

the Wife's Father and his Heirs Males, in Consideration of 5000*l.* a Marriage-Portion (which Manor and Lands were formerly the Father's, and mortgaged to a Relation, who released the Mortgage-Debt, and paid a further Sum to the Wife's Father for the Purchase of the Lands; and thereupon they were conveyed to Trustees for the Use of his Daughter, as an Addition to her Fortune) made to the Uses above, in Pursuance of Marriage-Articles, &c. Page 247

**A** Marriage-Settlement by Release, made by the Husband before Marriage to Trustees, for the Use of himself for Life; Remainder to his Wife for Life, which (with what other Provision is made for her by another Indenture) is in full of her Jointure; Remainder to the Heirs Males of the Body of the Wife by the Husband; Remainder to the Trustees for 500 Years to raise Daughters Portions; Remainder to the Husband and his Heirs: Proviso, If either of the Daughters marry without the Consent of the Father and Mother, or Trustees, the Fortune of such Daughter to go to the other Daughter or Daughters as shall marry with such Consent; and if none of the Daughters marry with Consent, or live to the Age of 21 Years, then the Term of 500 Years to cease and be void, &c.

260

**A** Marriage-Settlement in Consideration of 4000*l.* Marriage-Portion, by Covenant to suffer a Recovery of several Lands; as to Part, To the Use of the Husband for Life, Remainder to the Wife for Life, in Bar of her Dower, Remainder to their Sons, Remainder to the Heirs of the Husband; and a

### The T A B L E.

Term of 500 Years is limited to Trustees to raise Daughters Portions, payable at their Ages of 21 Years or Marriage, and in the mean Time so much *per Ann.* to be paid to them for their Maintenance. And as to the Remainder of the Lands, To the Use of the Husband and his Heirs Males; with a Term of 500 Years to Trustees; Remainder to the right Heirs of the Husband: Proviso, That the last Term of 500 Years is upon Condition; That if the Husband dies without Issue in the Life-time of the Wife, the Heirs of the Husband shall pay 1000 l. to the Wife. Covenant, That the Lands limited to the Wife being not of sufficient Value for her Jointure, her Portion shall be laid out on some Purchase of Lands, to be settled to the Uses above; and a further Term of 500 Years granted to Trustees, for better raising Daughters Portions: And until a convenient Purchase can be had, the Money to be placed out at Interest by the Trustees, with the Approbation of the Husband. The Trustees not to be accountable for bad Debts and to deduct all Charges. Covenant, That as the Wife's Portion is in her Mother's Hands, she will pay Part to such Person of whom a Security shall be obtained within a small Space of Time; and the Remainder in a short Time after, &c. Page

269

A Marriage-Settlement of a Farm and Lands, and Royalty of Fishing, &c. made by the Husband, to the Use of himself till the Marriage solemnized, Then to the Husband for Life, and after his Decease, to the Wife for Life, which (with Lands to be further purchased)



## The T A B L E.

purchased) is for her Jointure, and in Satisfaction and Bar of Dower, and all her Share of the Personal Estate of the Husband; Remainder to the Children begotten, and their Heirs, as the Husband shall by Deed appoint; and in Default of such Appointment, to his right Heirs, &c. Proviso for Trustees to charge the Premises, for raising Portions for younger Sons and Daughters; and several Houses, &c. are granted to the Trustees for 99 Years, as a Security to the Wife, for Payment of an Annuity, granted out of the Farm and Lands, &c.

Page 286

A Settlement of Manors, Lands, Annuities, Fee-Farm Rents, &c. by an Uncle on a Nephew, reciting a Release or Settlement on the said Nephew's Marriage, in Consideration of 4000*l.* Marriage-Portion, in Part of a Jointure for the Wife, &c. with great Variety of Uses, Limitations and Provisoes; and also Covenants to settle Annuities and lay out a large Sum on a Purchase of other Lands, and settle the same to the Use of the Nephew, his Wife and their Issue, &c. made in Pursuance of the Covenants contained in the said Release, of an Annuity of 1000*l.* *per Ann.* for 99 Years, to the Husband for so many Years of the Term as shall run out in his Life-time; and after his Death to the Wife for Life, in further Part of Jointure; Remainder of the Term to Heirs Male, and their Executors: Fee-Farm Rents, and Manors and Lands are settled on the Nephew for Life; Remainder as to Part of the Premises, to his Wife for Life in full of her Jointure, and in Bar of her Dower  
and

## The T A B L E.

and Share of his Personal Estate, by the Custom of the City of *London*; Remainder to their Heirs Male; Remainder to the right Heirs of the Uncle, &c. with a Term of 1000 Years to Trustees, for better raising and Payment of Daughters Portions, limited by the former Settlement: Covenant by the Nephew and his Wife, that this Settlement is in full Performance of all Covenants contained in the Release on the Part and Behalf of the Uncle, &c. *Page 299*

A Marriage Settlement by Lease and Release, of several Manors made by the intended Husband's Father before the Marriage, in Consideration of 1000 *l.* paid to him, and 1000 *l.* paid or secured to be paid to the intended Husband, (being the Wife's Portion) To the Use of himself until the Marriage is solemnized; then to the Husband for Life, and to Trustees for his Life, to preserve contingent Remainders; then to Trustees for 100 Years; then to the first and other Sons of the Husband on the Body of the Wife; Remainder to Trustees for 500 Years; Remainder to the Husband and his Heirs Male; Remainder to the Heirs and Assigns of the Husband. Proviso, That the Lands shall be chargeable with an Annuity of 120 *l. per Ann.* to the Husband's Father and Mother, with Power to distrain; and also with 300 *l. per Ann.* to the Wife, after the Death of the Husband, for her Life for her Jointure, with like Power to distrain. The Term of 100 Years is declared to be in Trust, as a Security for Payment of the Annuities, and the said Term of 500 Years (chargeable with the said Annuities) is on Trust

## *The T A B L E.*

Trust to raise Daughters Portions: Proviso,  
To lease for three Lives, subject to Distress  
for the Annuities, and to the Terms of 100  
Years, and 500 Years, and the Trusts there-  
of. Covenant to levy a Fine to the Uses  
above; and that the Trustees shall be in-  
demnified from all Costs, and be account-  
able only for what they shall severally re-  
ceive, &c.

*Page 321*

**A** Settlement of a Freehold Lease for three  
Lives by Release from the Husband's Father  
to Trustees, reciting a former Settlement;  
To hold Part of the Premises during the  
three Lives, To the Use of the Husband for  
Life; and after his Decease, to pay the  
Wife 50*l.* *per Ann.* during her Life; and the  
Remainder to their Children, in such Man-  
ner as the Husband shall appoint: And in  
Default of such Appointment, to all their  
Children equally; And for Default of Is-  
sue, to the Heirs and Assigns of the Hus-  
band; Remainder of the Premises to the  
Husband's Father, &c. made after the Death  
of the Husband and Wife, for the Benefit  
of the Children. Proviso, on the Death of  
one of the Lives, the Grandfather to renew  
the Lease, on giving Security to the Trus-  
tees to settle the Premises to the same  
Uses: Proviso, If the Grandfather dies be-  
fore the other Lives, the Trustees to sur-  
render and take a new Lease, the Person  
intitled to the Reversion paying the Pur-  
chase-Money and Charges; and if such Per-  
son be not of Age, Power is given to the  
Trustees to mortgage the Lease for such  
Purchase-Money and Charges, &c.

340

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## *The T A B L E.*

**A** Marriage-Settlement of Copyhold Lands of Inheritance made before Marriage, by Way of Demise for 99 Years upon Trust, for the Use of the Husband for Life; and after his Decease to the Wife for her Life, Remainder of the Term to their eldest Son, Remainder to the eldest Daughter, and in Defect of Issue, to the Wife's Executors; with Covenant to surrender the Reversion of the said Lands in the Court of the Manor, according to the Custom, to the Use of the first and other Sons; and in Default of Sons, to the first and other Daughters; and for Want of Issue to the Heirs of the Wife: *Proviso*, That if the Marriage be not solemnized in six Months, the Settlement to be void, &c.

*Page 351*

**A** Marriage-Settlement or Grant of several Lands, made by the Husband to Trustees for 500 Years, upon Trust to raise and pay Money to the Wife and Children after the Death of the Husband, &c.

360

**An** Assignment of a Term of 61 Years, of Ground whereon Houses stood, &c. and of a Mortgage in Fee of a Capital Messuage, Mill, Tan-yard, &c. in one Deed; made by the Mortgagee's Executrix and Devisee, to Trustees on her Marriage, To such Uses, Intents and Purposes, as shall be declared in and by Marriage-Articles; with special Recitals.

364

**A** Settlement of Lands by Lease and Release, in Consideration of a Sum of Money and natural Affection; made as to Part of the Premises, to the Use of the Releffor, his Heirs and Assigns for ever; And the Remainder of the Premises to the Relessee, and his Wife and their Issue; charged with Annuities.



## *The T A B L E.*

Annuities to the Relessor and his Wife, with Power to distrain; and a Covenant to levy a Fine, &c. Page 374

A Marriage-Settlement by Way of Lease and Release, made by the Husband's Father to the Husband for Life; Remainder to the Wife for Life for her Jointure; Remainder to their Sons, and Remainder to their Daughters equally as Tenants in Common; Remainder to the Heirs of the Husband, &c. with Annuities granted out of the Lands to the Wife, (after the Decease of the Husband) during her Widowhood, for the increase and Augmentation of her Jointure, and Power to distrain; and in Case there be not sufficient Distresses, to enter on the Premises, and Receive the Rents and Profits until the Annuities and Arrears are paid: Covenant, That the Husband and Wife shall hold Copyhold Lands during the Widowhood of his Mother, if other Copyhold Lands fall to her after the Decease of the Father; and that a Fine levied, shall enure to the Uses, &c. 380

A Jointure or Marriage-Settlement, by Lease and Release, made by the intended Husband before Marriage, of several Manors to the Use of the Husband until the Marriage; then to the Use of the Husband for Life; with Power to make Leases, and grant Copies of Court-Roll, &c. Remainder to the Wife during the joint Lives of herself and another Person; and Part of the Premises to the Wife for her Life only, for her Jointure, with Power to grant Leases and Copies; Remainder to their first and other Sons, Remainder to the Heirs of the Husband: And a Term of 300 Years

## *The T A B L E.*

is limited to Trustees, in Trust to let the Premises, and out of the Rents and Profits to pay Charges on the Estate, and raise Portions for younger Sons and Daughters; and afterwards the Trustees to convey the Remainder of the Term to Persons intitled to the Reversion of the Premises by Virtue of this Settlement. Page 395

A Jointure by Appointment of divers Lands, after the Decease of the Husband, to the Wife for her Life; (reciting a Settlement and Will made by the Husband's Relations of another Name, to divers Uses and with divers Remainders, and particularly that on the Decease of the Heirs Male of the Maker of the Settlement, the Person now making this Appointment and his Heirs Male, changing his and their Surname, should have the Estate, and Liberty by Appointment, to settle Lands not exceeding such a Value on a Wife for her Jointure) made of such Lands on the Husband's coming to the Estate and changing his Surname, &c. 412

### *Covenants to stand seized to Uses, and other Settlements.*

A Covenant to stand seized of a Moiety of several Manors, in Consideration of natural Affection, made to Trustees for the Benefit of a Sister lately married; To the Use of the Covenantor for Life, without Impeachment of Waste; and after her Decease, To the Use of the Heirs of her Body; And for Default of such Issue, To the Trustees for 99 Years, if the Covenantor's Sister live so long; In Trust for her sole and separate rate

## *The T A B L E.*

rate Use; Remainder to her first and other Sons and their Heirs; Remainder to her Daughters and their Heirs; Remainder to the Heirs of the Covenantor for ever; with a Proviso or Covenant to revoke the Uses, &c.

*Page 421*

An Indenture of Covenants to stand seized to Uses by Way of Settlement of divers Lands, in Consideration of a Marriage and Marriage-Portion, and in Pursuance and Performance of Marriage-Articles; made by the Husband, To the Use of himself and his Assigns for Life, without Impeachment of Waste; and to Trustees during his Life to preserve the contingent Remainders; Remainder to the Wife and her Assigns during her Life for her Jointure; Remainder to the Heirs of the Body of the Wife by the Husband begotten; Remainder to the Husband, his Heirs and Assigns for ever: With Covenants to remain to the Uses, and to make future Assurance, &c.

*426*

An Indenture of Covenants to stand seized of several Messuages and Lands, as to Part, To the Use of the Husband for Life; Remainder to the Wife for Life for her Jointure, Remainder to the Heirs of the Body of the Husband; Remainder to the Husband's Nephew and his Heirs; And as to the Residue of the Premises, To the Husband for Life, Remainder to the Wife, until any Child on her Body begotten shall be 21 Years of Age; And if no such Child, to the Wife for seven Years upon Trust for Payment of Legacies, to be appointed by the last Will and Testament of the Husband; And after the Determination of those Estates, To the Use of the Nephew, his Heirs and Assigns

*The T A B L E.*

Assigns for ever: Provifo, That the Wife shall pay Annuities and maintain her Children until they are of Age; and that the Nephew shall pay Legacies, and take upon him his Uncle's Surname; and also Provision for Daughters Portions, &c. Page 431

- A Settlement by Deed, declaring the Uses of a Fine and Recovery levied of several Manors, Castles, &c. for continuing the same in the Name and Blood; To the Use of the Recoveror for Life, with Power to dig Mines; Remainder to Trustees until his eldest Son shall attain the Age of 21 Years, in Trust for Performance of his Will; Remainder to his Heirs Male in Tail: Remainder to Trustees until the eldest Daughter shall be of Age, In Trust for Performance of his Will; Remainder to the eldest Daughter for Life, Remainder to her Heirs Male; and Remainder to the Heirs Female of the Daughters, &c. Provifo, If the eldest Daughter marry without Consent, the Estate to her and her Heirs to be void; And such Person whom she shall marry and their Issues, are to bear a certain Coat of Arms and Surname, and to give Security or procure an Act of Parliament for it; otherwise the Estate to be charged with a Rent, In Trust for him next in Remainder, with Power to distrain: Provifo, for the Recoveror to grant Estates for any Term he shall think fit. Power is reserved to make Leases for 21 Years, or three Lives; and to Trustees to limit a Jointure; Power for other Persons to make Leases, and for the Heirs Male to make Jointures. Covenant, that Persons shall stand seized to the Uses; with Power to revoke the Uses, except Leases



## The TABLE.

Leases and Jointures made before such Revocation; and the Fine and Recovery to enure to new Uses, &c. Page 438

### Wills.

**A** Will with Devise of Lands to a Wife for her Life, in Satisfaction and Bar of Dower; and after her Decease, to a Brother and his Heirs, To the Intent that the Brother shall sell the same, or dispose thereof by Will for the Benefit of all his Children, that it may not descend entirely to the Heir: And if the Brother dies without making any such Sale or Disposition thereof by Will; Then after the Decease of the Wife and Brother, the Lands to remain to the eldest Son of the Brother and his Heirs, on paying several Legacies to his Brothers and Sisters, &c.

464

**A** Will with Devise of Lands to the Wife for Life; Remainder to the Son for Life; Remainder to the Daughter for Life, and to Trustees during her Life to support contingent Remainders; Remainder to the first and other Sons of the Daughter; Remainder to her Daughters, and their Heirs; Remainder to a Grandson for Life, and to Trustees to support contingent Uses; Remainder to his Issue in Tail, &c. Remainder to the right Heirs of the Devisor. The Executrix and Overseers (after Debts and Legacies paid) are to cast up the Personal Estate, and divide it into two Moieties; One Moiety whereof for the Use of the Daughter, to be placed out at Interest and paid her at her Age or Marriage; And the

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other

## The T A B L E.

other Moiety to be laid out in some Purchase of Lands to be settled to divers Uses. The Use of the Plate and Household-stuff is given to the Wife for Life, and a Particular to be made of it; And she to give her Covenant to the Overseers, to leave the same to whom devised after her Death. Legacies are given for Mourning and Rings, to the Poor, and Servants, &c. The Wife is made Executrix, and an Inventory ordered to be taken out of the Estate immediately after the Death of the Testator, and Goods and Wares sold, and Debts got in, to be applied as above; and the Executrix and Overseers to meet twice in a Year, to make up Accounts, &c.

Page 468

A Will with Devise of Rings, Jewels, &c. to the Wife to be disposed of at her Pleasure; and to the Wife the Use and Wearing of Plate, Bedding, Household-stuff, &c. during Life, with Power for her in her Life-time, or by her Will, to give and dispose of the same to a Son and Daughter; but if they die, to dispose of it as she shall think fit. A Lease-hold Estate given to Trustees, in Trust to permit the Wife to enjoy it for so many Years of the Term as shall run out in her Life-time; and after her Decease, upon Trust to pay an Annuity to the Daughter, and to permit the Son to enjoy the Lands (charged with the said Annuity) for the Residue of the Term: The Residue of the Personal Estate and Stock of Goods, &c. are given to the Trustees; and Goods to be sold, Debts got in, and Money placed out at Interest, In Trust as to one Moiety for the Daughter, to be

*The T A B L E.*

paid her at her Age of 21, or Day of Marriage; And if she dies before, to go to the Son; and the other Moiety, to go to the Wife: Provifo that the Wife, out of the faid Moiety, fhall maintain, educate, and bring up the Son and Daughter; and pay 100*l.* to bind the Son out Apprentice, and alfo 200*l.* to him on the Expiration of his Apprenticeship. The Trustees are not to be accountable for bad Debts; and to be allowed Expences, &c.

*Page 473*

**A** Devife of a Sum of Money to a Son, over and above a Legacy given by another Will, to be laid out in the Purchase of fome Place of Employment; and of a yearly Sum for Maintenance of Children in their Minority; and a large Sum is given to another Son to be laid out by the Executor in a Purchase of Lands. The Executor is to find one of the Sons with Apparel during his Apprenticeship; and a Sum of Money to be paid the Son within one Year after he hath fet up his Trade, with the Approbation of the Executor: Leasehold-Houfes, and Brewing-Veffels, and Utenfils, &c. are given to the Sons when of Age, and at the End of an Apprenticeship; Devife of Houfhould-ftuff, Furniture, Linnen, &c.

481

**A** Will with Devife of Leasehold Meffuages, &c. to the Executors, in Truft to receive the Rents and Profits; and thereout to pay the Wife an Annuity of 50*l.* *per Ann.* during her Life, and alfo 50*l.* *per Ann.* to a Daughter during the Life of the Wife, for the Maintenance and Education of feveral Grandchildren: But if the Daughter neglects to maintain them as ſhe ought, the

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Executors

## The T A B L E.

Executors may pay the last 50*l.* *per Ann.* to whom they think fit, for their better Maintenance and Education. An Annuity of 20*l.* *per Ann.* is given to the Daughter for Life; And after the Death of the Wife, Part of the Messuages to the Daughter, &c. and the Rents of the Residue to be employed by the Executors for the further Maintenance of the Grandchildren until they are of Age or marry; and after that, the Messuages are severally devised to them. One of the Executors is to receive the Rents, and account with the rest; and have reasonable Allowance for the doing thereof,

Page 485

A Will with Devise of Freehold-Lands, Leasehold-Land, and Copyhold: The Freehold-Lands are devised to Trustees for 200 Years to raise Portions; And after the Portions are raised and paid, then to remain to a Daughter for Life; Remainder to a Grandson and the Heirs of his Body; And for Default of such Heirs, the Premises is divided into several Parts and given to several Kinsmen and their Heirs; Proviso, If any Person intitled to the Premises by Virtue of this Will, pay or secure the Portions, the Term of 200 Years to attend the Fee for the Benefit of such Person to whom it belongs. The Land held by Lease for 500 Years is devised to the Daughter for Life; and after her Decease, to the Grandson, his Executors, &c. for the Remainder of the Term; and the Copyhold-Lands are given to several Grandsons, &c. and their Heirs, by Virtue of a Surrender in the Copyhold-Court.

491

A Will



*The T A B L E.*

A Will with Devise of Legacies, and of Plate, Goods and Pictures, to divers Persons; and of a large Sum of Money, secured by Mortgage to Trustees, to be recovered and paid to and amongst Relations: A House and the Remainder of the Testator's Estate given and devised to a married Sister and her Heirs, to her separate Use, with Power to dispose of the same as she thinks fit.

*Page 497.*

A Will reciting the suffering a Recovery of Lands, and an Indenture declaring the Uses thereof, with Power in the said Indenture for the Testator by any Writing, or by his Will to revoke the Uses in the said Indenture; made by Way of Revocation, and Part of the Lands given to the Wife for Life, and after her Decease, the same is devised to Trustees in Order to be sold, and out of the Money arising by such Sale to pay several Legacies to several Persons; other Legacies are given out of the Personal Estate, and a Debt due by Bond to the Testator, is bequeathed to the Person from whom due, &c.

501

A Will with Devise of Lands and Goods to a Brother; upon Trust, to sell and dispose of the same, and pay the Debts of the Testator: First, the Brother is to retain Debts due to himself from the Testator; in the next Place, to pay Debts wherein he was bound for the Testator; and in the last Place, to pay all other the Testator's Debts whatsoever: And the Brother is made Executor.

505

A Will whereby Houses are devised to the Wife for Life, Remainder to a Son, and his Heirs;

## The TABLE.

Heirs; with a Bequest of Exchequer Orders and Annuities, on Trust to pay so much to the Wife and Children, &c. also Lands in *Ireland*, given to Trustees to be sold; first for Payment of Debts, then the Residue of the Money to be paid to a Daughter for her Portion, and to the Son, at their Ages; and if they die before, to go to the Brother, &c.

Page 507

A Will with Devise of divers Lands, the Profits whereof to be received by the Wife until Sons shall be of Age, for their Maintenance and Education; provided the Wife continues so long unmarried, but if she marries again, then to Trustees for the Uses aforesaid; and the Overplus of the Rents and Profits to be divided among the two younger Sons. A Farm is devised to the eldest Son, and his Heirs Male; Remainder to the second, and other Sons, and their Heirs Male; Remainder to the right Heirs of the Devisor; Salt-works are given to Trustees for the Term of 500 Years, to raise and pay 12,000*l.* Portion to one younger Son, and 1000*l.* to another at their respective Ages; and after the same is raised and paid, the Salt-works to remain to the eldest Son and his Heirs Males, &c. and Legacies of 1000*l.* apiece to two Daughters, as Portions, to be raised out of the Personal Estate, if they both marry with Consent of their Mother; otherwise, the Portions to be paid to such of them marrying with Consent; and if both of them die under Age, or marry without Consent, their Portions to go to the younger Sons: Plate is given to the Wife; and the Residue of the

## *The T A B L E.*

the Personal Estate, and Increase during their Minority, to the two younger Sons, &c.

*Page 513*

A Codicil to a Will for preserving divers Manors, &c. in the Name of the Family, appointing the Devisor's Grandsons by his Daughters, on their coming to the Estate, to bear his Name; or on Default of one of them, the next Grandson and his Sons to enjoy the Estate (on bearing the Name) as if the other was naturally dead. Personal Estate is given to raise Daughters Portions; and if that be not sufficient, the Real Estate to Trustees for that Purpose; and afterwards to remain to the Testator's Son, and Heirs Male, &c. Particular Order of Burial, and for erecting Vaults: Legacies to the Poor, and of Heir-Looms, &c.

520

A Will made by a Person of Quality of a very large Estate: The Capital Messuage is divided into several Apartments, and given amongst the Sons and Daughters; the best Part thereof being reserved to the eldest Son. Manors are to be settled by the Executors and Trustees on a Grandson at his Age; if he be educated in the Protestant Religion, and do not become a Papist, or marry without the Executors; otherwise the same to remain to a Son, and his Daughters, &c. The Personal Estate is devised to Executors, and Part of the Lands made liable to pay Debts; and the Trustees are to make such Estates of the Lands to the Executors as they shall think fit for that End. Annuities and Rent-Charges are given to several Persons; and the Executors ordered to make Conveyances of such Annuities

to

## *The T A B L E.*

to the Devisees: Particular Bequests of Diamonds, rich Jewels and Furniture; To all the Servants a Year's Wages; And Legacies to such of the Executors as shall prove the Will, &c. Page 528

### *Chancery Business, relating to Conveyancing, &c.*

**A Bill in Chancery**, to compel Execution of Articles for Sale of an Estate, which was given by Will to discharge Debts due on Mortgage, &c. if the Personal Estate should fall short: To prove the Will and Debts; and also oblige the Mortgagees to join with the Testator's Widow and Relict, and her Daughters and Trustees, in the Conveyance to be made, pursuant to the Articles, &c. 537

**An Answer in Chancery** to the aforesaid Bill, setting forth the Will, and the Debts, Legacies and Personal Estate of the Testator in several Schedules; and that the Personal Estate fell short to pay the Debts; and that the Defendants, being some of them under Age, are not willing to make Conveyances pursuant to the Articles, without the Decree of the Court; but are contented that the Plaintiff shall pay off the Mortgagees, and that they shall assign, &c. 542

**The Mortgagees Answer**, setting forth the Mortgages, and what Interest hath been paid thereon; and that they are willing to join in the Conveyance to the Plaintiff, on Payment to them of the Principal Money, and the Interest remaining due, &c. 546

**A Bill**



## The T A B L E.

A Bill in *Chancery*, for a Person to discover Sums that have been demanded, and to Act in a Trust for raising of Money, given by Will to the Complainant's Mother, &c. for which, Lands are made liable by Deed of Grant or Mortgage; and for the Payment thereof, or foreclosing Equity of Redemption, &c. Page 548

A Bill in *Chancery*, concerning Part of a Manor and Tythes lately descended to the Plaintiff; but he not having Seisin thereof, it is enclosed and the Tythes are taken by the Defendant, who is Lord of a neighbouring Manor: For the Defendants, (some of them being the Plaintiff's Tenants) to set forth the Bounds of the Premises, and how and by whom altered; that they may be compelled to pay Arrears of Rent, &c. And for the Plaintiff to examine Witnesses to prove the Boundaries, and perpetuate their Testimony, &c. 546

The several Answers of the several Defendants to the preceding Bill. 560, &c.

A Bill in the *Exchequer* for Recovery of Tythes. 563

A very particular Answer or Plea in the *Exchequer*, to a Bill and Replication, &c. brought for the Recovery of a considerable Estate to the Plaintiff as Heir at Law; which Estate was given by Will to the Defendant: Reciting all the former Proceedings in the Cause; and setting forth at large in the Answer and Schedule the Title to the Premises; and all Deeds and Writings thereto relating in the Defendant's Custody, among which are divers special Settlements and Wills, &c. 568, &c.

## The TABLE.

### Registry of Deeds and Conveyances.

Memorials of Deeds of Lease and Release, a Deed of Mortgage, and Articles of Agreement, &c. in Order to be Registered, pursuant to Act of Parliament. Page 591 to the End.

E. C. B. & C.

F I N I S

